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August 21st 1846

Privy Council at the Palace.

Present – The King, The Premier
Gov.r Pitt, Gov.r Kekuanaoa
Keliiahonui, I. Kaeo
Kekauonohi, Keohokalole
W. Richards, G. P. Judd
John Ri[illegible], R. C. Wyllie
A. Pake, & Kanaina, afterwards joined.

Subject – the answer to be given to A.B.-M.'s Consul Gen.l's demands presented to the King yesterday in the matters of the Caveats of Ruddack also Charlton's written title.

A Discussion took place, but as Pake and Kanaina had gone up the va[illegible] to examine the locality that Rudd pretends to have been dispossessed f. it was agreed to adjourn the disc[illegible] till their return.

D. Wood of Hilo's Denigation.

Mr Ricord as Attorn[illegible] al submitted the following ap[illegible] from D.r Wood of Hilo.

"Honorable B[illegible]

The undersig[illegible] at present tempora[illegible] Hawaiian Islands [illegible] of [illegible] upon himself feali[illegible] abjuration of native allegiance. [illegible] fore most respectfully prays His Majesty the King of the Hawaiian Islands to confer upon him Letters patent of Denigation in pursuance of Section 14. Article 1. Chapter 5, Part 1st of the Act to organize the Executive Departments of the Hawaiian ~~Islands~~ Government.

(Sgd) Frank William Wood.

The King made enquiry as to Dr Wood's moral character, political feeling, and usefulness to his subjects.

Mr Record strongly recommended him in all these respects and appealed to Mr Wyllie who had recommended him.

Mr Wyllie [illegible] Scotchman he confessed that he had strong sympathy for Dr Wood, [illegible] so he begged to add that Mony Mr Locke was also a Scotchman, the King not to infer that his Scotch feeling was so strong that he would take Ruddacks word, without proof against the words of his Chiefs Pakia [illegible]

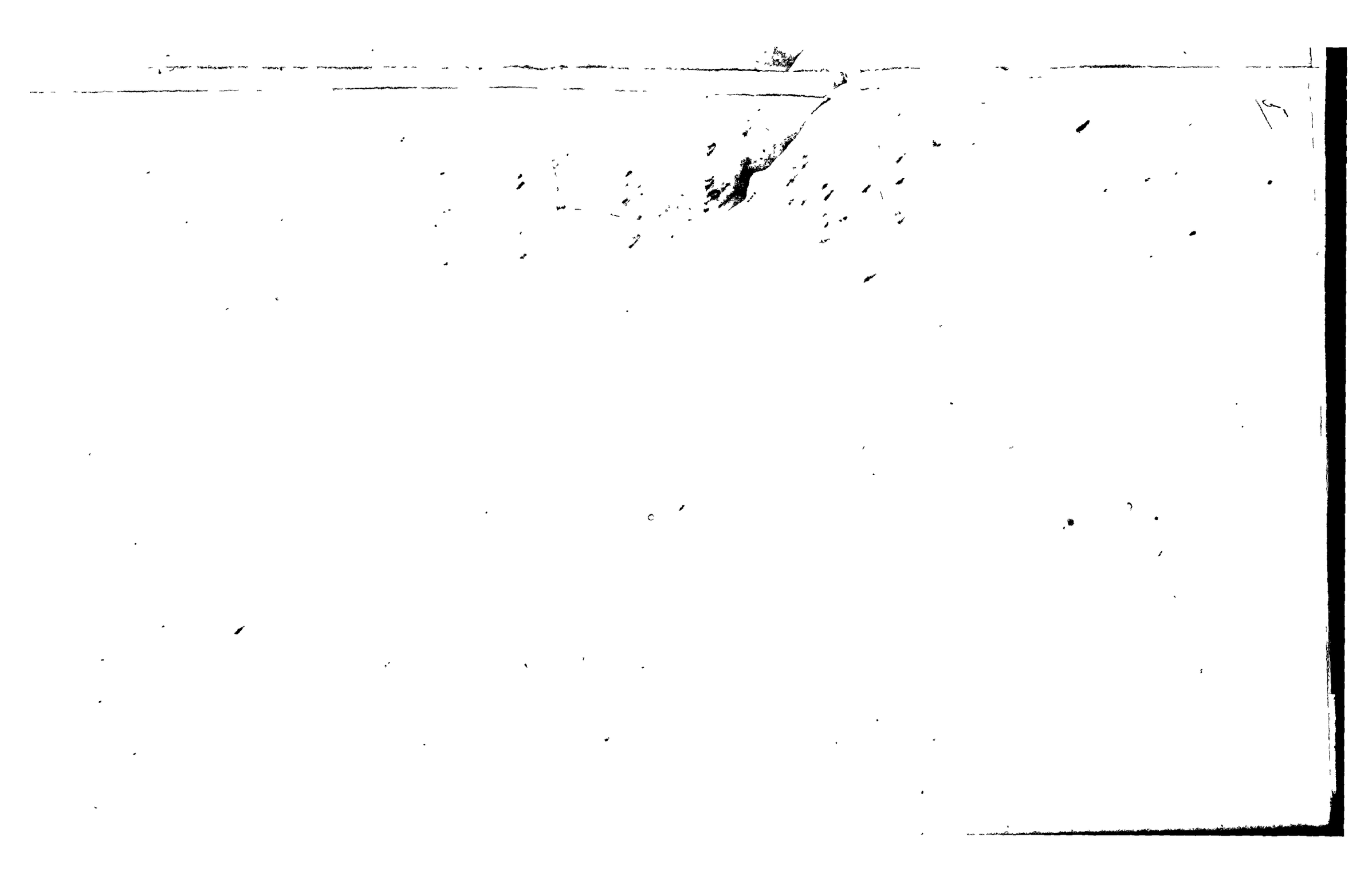
Mr Wyllie believed Dr Wood to Gentleman, in all the extent of that word

The King expressed himself satisfied and the following Resolution was unanimously passed,

"Resolved, that from the representations in favor of the moral worth, and usefulness of Dr Wood made by the Attorney General, that officer is commanded by the King to further his request, according to law and pass to him a copy of this Resolution."

Buckwood's Salary

Mr Record having obtained authorization for Mr Buckwood's salary of £51 asked leave to retire on the score of business



Charlton's title

His Majesty declared that his faith with the British Government must be kept, and on his view of the decision of London of the 12th September 1843, as explained by letters from His Commissioners then in London, until the Consul General should be invited to attend and act in concert, he could not authorize the examination of the papers respecting the title, and that since their delivery yesterday he had ordered them to be kept sealed up.

Agreed that H.B.M. Consul General and the British Admiral should be invited, and that till an answer received, all the documents should be kept sealed.

Mr Wyllie was ordered to invite the Consul General, and in the most courteous manner, through the Consul General, the Admiral also and at the same time to transmit a printed copy of the Investigation at the Palace, to the Consul General.

y of estigation the Palace.

Mr Wyllie immediately drafted a letter, No 58, which was highly approved of by His Majesty who said "that is truly what was already my thought"

Consul General Muller's letter No 89 requesting an interview for the Admiral, was laid before the King.

dience to inal Gr. ge F. ymour

7

The King expressed great respect for him and a wish to talk with him freely. Mr Wyllie drafted a letter in terms to express exactly the King's feelings and wishes (No 59)

Letters No 58 & 59 sent off to Mr Singleton to be copied.

Answer the Consul resumed.

Pakie and Kanina having returned from the Valley, the subject of the answer to be given to the Consul General was resumed.

Having heard their Majs and discussed it, Mr Wyllie was ordered to pass officially a copy to Consul General Miller, and to request a more particular statement in writing, if necessary attested by the oath of the parties, from the Consul General, as really from the long verbal explanations by Pakie and Kanina, it does not appear that any ejectment took place at all, or in fact more than questioning Puddarke's right to the land.

The following resolutions were then passed by the Privy Council and after being unanimously approved of by all the Chiefs, sanctioned by the King and ordered to be passed to H.B.M. Consul General, with a reference to the whole to Rear Admiral Sir Geo. F. Seymour, in whose honor

Hoohololia.

1. Ona palapala hoole i hoopiia mai nei, aole i hanaia ma ka aoao o Ke Aupuni, aka, no ke makemake o kekahi mau mea i lilo ole ai ke lana kuleana, no ka hana i haawiia i na Lois Beritania a me Ke Aupuni Beritania, i ka la 10, o Sepatemaba a me ka la 24, o Novemaba 1845.

2. Ke mea launa ole a he pono ole ka hoao ana e hoohihia ai ke Aupuni no ka hana o na kanaka, ke makaukau na Ahahookolokolo o Ka Aina aole hoi i hoole i ka hooponopono ana no na hihia i hoopiiaii, a o ka pono no na mea a pau i olelo mai nei na pono lakou no na palapala hoole e hoopii mua o na Ahahookolokolo e hewa ana na mea nana i hana i na palapala hoole.

3. Ma ka oiaio, aole e kala ka ikea ole ana o na palapala hoole.

4. Ua puka mai ka pono o na palapala hoole i ka olelo i hoohololia e Ke Aupuni o Beritania i ka olelo ana mai, e nele o M. Katelona i Ke Kuleana ole i kela wahi o ka aina i noho ia e kekahi me ka hoole ole o Katelona a maopopo

and judgment His Majesty and all present relied to do what is just and prevent any thing contrary to the King's Sovereignty in this or any other matter.

Mr. Shyllie was ordered to draft a letter expressing those views, which was done and approved of.

Resolved. 1. That the Caveats proclaimed of were issued, by no authority of the Government, but at the instance of private parties, to prevent prejudice to their rights, under the reference made to British Lawyers and N.Z. Mr Government, on the 10th of September and the 24th of November 1845.

2. That it is unfriendly and unjust to attempt to make the Government responsible for the act of individuals, so long as the Courts of the country are open to, and do not refuse to do justice, in the matter complained of; and that the proper course is for the parties alleging damage by the caveats to bring an action against the parties at whose instance the caveats were issued.

3. That in point of fact, the caveats have long since ceased to appear

4. That the importance of caveats was acknowledged by the British Government itself in the Sentence that Mr Charlton was to lose his right to whatever

ka hoole ana.

5. O Kino Lale, ua olelo punepune ia aku nā ona iho ia nā o ke Kanikele Nui, e lawe i kona hoopii imua o ka Ahahookolokolo Kuponō e hooponopono ai ia poe kihia, he mea launa ole a he pono ole, ke hoolohi ae ka olelo punepune ana i ka hale Beritania e hele mai ai e hooponopono ia, i hana kue i ka pono o ua hale Beritania la.

6. Ua ʻae ʻia ke Ku i ke Kanikele Nui o Beritania no kona haawi ana mai i manawa e haawi aku ai kela mau kihia ia Rear Admiral Sir George F. Seymour, a e alakaia aia e kona manao a me kana hana ana i kela mau kihia elua. No ka maopopo loa o ka olelo akea a ke Aupuni o ka Moi Wahine o Beritania e mahalo i ke Kuokoa ano o ke Aupuni o ka Moi a e kokua i kona Pae Aina ma na wahi a pau loa e hiki ai ke kokua, a no manaoio ana aole e hiki i ka Admala Beritania ke hana ino i kekahi a me kekahi ma ka olelo a ma ka hana ana.

7. Ua makemake ka Moi e lawelawe ka hihia Beritania imua o na Ahahookolokolo o ka Aina, e like me na kanawai, i kela wa e noho ana ka Admala Beritania maanei i hiki ia ia ke hoi aku mai kela aina aku me ka maopopo io o ke ka

portion of his land might have been occupied without a remonstrance on his part

5. That James Ruddack both directly and through H. B. M's Consul General has been repeatedly invited to bring his complaints forward before the proper Tribunal, for judging such cases, and that it is unfriendly and unjust to convert a rejected solicitation to a British subject to come and receive justice, into a denial of justice to the same British subject.

6. That the King is grateful to H. B. M's Consul General for affording His Majesty an opportunity of a reference on these matters to Rear Admiral Sir Geo: F. Seymour, by whose opinion or by whose action in both or either he is willing to be guided, feeling fully assured that under the avowed policy of Her Britannic Majesty's Government to respect His Majesty's independence and do the Islands all possible good, the British Admiral will neither injure the one nor the other by word nor deed.

7. That His Majesty wishes that every British Grievance should be brought forward regularly in the Courts of the Country, agreeably to the

Mou makemake e hoponopono ne
ka paewaewa ole i na haole Beritania
a me na haole e ae a pau.

8. O ka hoopii ana i ke Lii, no ke=
kahi hihia kupono i na Ahahoo=
kolokolo ke hana, aole nae e lawela
imua o na Lunakanawai o ka ana
e like me na hoopii ana a pau a
ke Kanawai i olelo ai, aia ka mea
e ino ai ke Lii, a e kue ai i ke Kumu=
kanawai ai, a me ka ke ano o kekahi
olelo i hoohoiea e ke Kokua Luna=
kanawai Nui o ke Aupuni o Beritania,
no ka hana ana i ka waiwai o Green=
way.

9. Aole i aela he oiaio na olelo a
H. B. Mr Kanikele Nui inehinei ma
ka Hale Alii, ua hiki wawe ka hoole
a maopopo, ua. koua mau nae me ka
manao he oiaio. A ke hoole loa nei
ka Mou, aole hana uno, aole uno
maopopo, nia ke Kanawai o na Au=
puni, ke nonoia na haole Beri=
tania e hoopii a e loaa i ka hoo=
ponoponoia imua o na Lunakanawai
i kohoia e like me ke Kanawai.

10. Ke olelo hou nei Ke Lii a me
kona Aupuni aole na lakou i
hana i na palapala hoole a Mr
Ricord, a ke hoole nei i ka hiki pono
o ke keakea ana i ka pono o ka
hoopii ana o na kanaka, ke hana
pono ia ke Kumukanawai a me

laws, while the British Admiral is here, that he may retire from these Islands impressed with a proper idea of His Majesty's desire to do impartial justice to British subjects and all other Foreigners.

8. That it is disrespect to the King and contrary to the Constitution to appeal to the King, on any Judicial question, not having been previously properly brought before the Tribunals of the Country, through all the stages required by Law; and that in the case of Greenway's Estate, it was to that effect, actually decided by the Principal Law-adviser of the British Crown.

9. That the statements by H.B.M.'s Consul General at the Palace yesterday are not admitted; that they are easily disproved though doubtless urged under a conviction of their reality; and that His Majesty who still denies that there can be any injustice, far less palpable injustice, according to the laws of nations, while British subjects are invited to apply for it and receive it at the hand of the Judges appointed by Law

10 That the King and his Government repeat their disavowal of any Agency in the Caveats issued by Mr. Record and deny that under the Constitution

Ke kanawai o na Aupuni, a ke Ko=
mau nei o Ke B Mō Kanikele Nui,
me ke kukikahi e na manuwa,
e hanaa, no na palapala hoole, e
ka hana hewa ole i ka mea iKaika,
i Ka Mea Wahine ō Beritania. e hana,
e like me ia

11. No ka hoike ana mai o na Lu o
Paku lana o Kanaina, e haawiia ke
kope me ke palapala, aia no ia
Ruddock i Kea manawa i kana
kanaka paha ka aina a pau ana
i noho ai mamua, aole koi mea
keakea i kela noho ana, a hoole loa
lana i ka pili ana o na olelo a Rud=
dack ia lana, a ke Kau nei lana ma
ko lana ano kanaka, a ma ko lana
ano alu mamuli o na kanawai, a
mamuli o ke kuikahi i hanaa me
Beritania Nui, mamua ko lana halawai
ana, me Ruddack he maka no he
maka imua o ka Ahahookolokolo, e
manao nui ia ka lana olelo, e like
me ko Ruddack a oe, no ka mea, elua
lalia i like, a hookahi kaole oia

12. Ua maikai ka olelo a ke Kau=
kele Nui o Beritania e hoike i ke
Kuleana o Ruddack i ka Poe nana
ia hana, a ua manaoia oia wale
no ka mea e malu like ai oia
oia, a me na kanaka maoli i
koi ia wahi.

or according to the laws of nations, they can control the rights of private parties litigant, and that in regard to the Caveats, A. B. M[illegible] Consul General requires with an allusion to Naval Force, what even Her Britannic Majesty with all [illegible]-power, could not grant, under [illegible] circumstances

11. That from [illegible] stated by the Chiefs Pake and [illegible] of which copy is to be enclosed to H. [illegible] and General, it appears that Ruddack, his retainers is still as much in possession of the land as he ever was [illegible] they wholly deny Ruddacke's charges, so far as they are concerned, [illegible] that as men and Chiefs they claim [illegible] under the laws, and even under the Treaty with Great Britain, that [illegible] legally confronted with Ruddacke in Court, their declarations are entitled to receive as much credit, as those of James Ruddack and the more so that they are two who agree, against one Foreigner.

12. That the Consul General's promise to submit Ruddacke's title, regularly before the proper Tribunals is agreable, and relied upon, as the only means of doing equal justice to him and to native claimants.

Privy Council at the
Palace, 24th August 1846,
after the Rear Admirals audience.

Present - The King The Premier
Kekuáhonui A. Paki
Kanaina Gov.r Pelt
J. Kaeo James Young
John [illegible] [illegible]hards
G P Judd R [illegible]

His Majesty said on [illegible]
Admirals expression of a wish
confer with him personally, [illegible]
he was himself anxious to [illegible]
thought it right to order [illegible] be
seated, and go out with [illegible]nral
and Mr. Richards alone to [illegible]et
for him, and have the talk at once.

The R[illegible] and he had of=
fered to answer [illegible] Sir George all
questions that he might put to
him respecting His Officers.

He expressed his great
confidence in Sir George and his
wish that he should act after
looking into all cases, rather as
Umpire than as a British Officer,
under which circumstances he
would have full confidence

in his decision, and would be glad to repair any wrongs that might have been committed.

He then took up the case of the Caveats and explained that the Government had nothing to do with them - that if it should appear that the Govt had any thing to do with [illegible] the Government to undo it

He then referred to the [illegible] tification of Charlton's Deed - said that he did indeed put h[illegible] me to it because he was comp[illegible] to it, and under the greatest [illegible] ment, he saw no way to av[illegible] it - and that if the Govt now should use the [illegible] means, he would also be [illegible] ed to sign documents again [illegible] his will.

He then, [illegible] the subject of the appointment of Foreign Officers, said that, were it not for the foreigners living under his jurisdiction he would require no Foreign Officers - that he could manage his own subjects very easily, - even his word was always enough for them,

but foreigners with great cunning and perseverance often sought to involve him in difficultty, and that by experience he found that he could not get along, but by appointing foreigners to cope with them.

The Adm[illegible] referred to the abundance [illegible]acy of the new laws, [illegible]ing them to a Steam engine. The King replied that that was [illegible]. Thus, that though he had only [illegible] foreign Residents, yet they [illegible]ged to Great nations, and the[illegible]ured as many laws and as [illegible]ic= cated as those great nations required.

The Adm[illegible] referred to the severity of the language in the correspondence. His Majesty replied, he could easily stop all that with his Ministers, if the Foreign Agents would only stop their hard words.

The King explained fully that Ruddack's case ought to have been brought before the Courts, instead of being brought

to him. The Admiral thought that Mr Judd involved the case by driving the Consul General to the wrong Court, that is directing him to the Land Commission, the case being one of trespass. The King replied that even then, Ruddack should ap[illegible] Commission a[illegible] before he could complain of trespass.

The Admiral said he would devote his whole time to the investigation of matters, for one week. The King begged of him not to go till the whole was settled, and to examine into everything.

Mr Richards said that the Admiral alluded to Mr Records private letter of the 2nd Feby 1846, to the Consul General, and that he (Mr Richards) said the Cabinet had nothing to do with it, that Mr Wyllie, wished to bring the subject before the Privy Council and that Record had protested that it was a private matter and that the Council had nothing to do with it, not even the King.

Consul Genl Miller's Letter No 90 of 22nd August, considered.

This letter having been carefully interpreted and discussed, the following Resolutions were unanimously passed.

1st That the Minister of Foreign Relations, in the name of the King, inform the Britannic Majesty's Rear Admiral, Sir G. F. Ley. K.B. & G.C.H. that he is requested minutely to examine and decide upon, as Umpire, not only the cases to be in the Consul Generals letter of the 22nd, but all others upon which that officer may have brought or may have to bring any Complaint against the King's Government, under the assurance that His Majesty desires nothing more than to make Reparation for any wrong that his Government may have committed, and if it shall be found that, no wrong has been committed, cognizable as grounds of national complaint by the laws of nations, then the King looks to the British Admiral to protect his

weak Government from a repetition of charges that tend to destroy its moral respectability with the world, in which alone consists its strength.

2nd That the Privy Council unanimously thank the King for having suggested to His Majesty the propriety of the suggestion of the Rear Admiral to have a private conference with His Majesty in presence of Governor Richards and that the conversation that passed as communicated by the King himself.

3rd That the King and Council highly approve of the Rear Admirals suggestion to take up the subjects separately, accompanied by the Consul General and some of the Admirals Officers, and that His Majesty and the Premier will attend personally with some or all of His Ministers, and all the Chiefs who can attend every forenoon at 10 o'clock precisely.

4th That Mr. Wyllie communicate this, in the most respectful way to the Rear Admiral, and the suggestion that tomorrow

(Minute) Thursday 26th Nov. 1857. The Council met pursuant to adjournment. Present The King & Chiefs. The minutes of the last meeting were read & confirmed. R. C. Wyllie

at 10 A. M. the subject of inquiry be, the signatures of Mr Charlton's title.

5th That Mr Wyllie courteously express to the Consul General the satisfaction of the King and Council, at his [illegible] consent to refer all matters of difference between him and this Government to the Rear [illegible]eral, and point out those [illegible] in his letter No. 90, that [illegible] not agreed to by the King and Coun[illegible]

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Ahakukakuka Malu
Hale Alii, 26, Augate 1846.

Nnaw. E hiki ane ia Mr. Record
ke ae ak - ; ka wacho aku e ke ka=
ka pokole a ia i olelo ia ma ke Kii=
kahi e hoohoia ne Printmade,
Ladd a me Hooper i ka la 13 o Julai
1846?

No ka mea kokoke e ola ka
mai o Kapiolani, a hana nui keia,
aole hoi e hiki, aole hoi he pono
ke witeboki no ka hana.

Nolaila, ua hoohoia e ka
poe Kuhina, aole e pono ke waiho
i ka olelo maopopo a ke akaka
e like me keia, o kelelei ke Kii=
kahi, aka, aia no i ka manao o ke
Lii a me ka poe Kukakuka Malu,
ka hai mai i ka manao.

Noohoia keia, aohe mea
hoole a pau ka Ahaolelo ana.

Ke hoopono aku nei au i
keia olelo.

(Sgd) Kamehameha

Koike
Keoni Ana

Hoohoiola, ua papa ke kapu o ka hoolaha ana e ka olelo i pau no ka hookolokolo ana ma ka Hale Alii no ka aina o R Charlton

Hale Alii
4, Sepatemaba 1846

Akoakoa ka Ahaolelo Kukakuka Kalu.

Poe huki mai,

Ka Moi — Ke Kuhina Nui
Kuhina Hawaii, Kuhina Hoopalapala
Iw Kekauonohi — A Pakii
A Keliiahonui — I Kaeo
C Kanaina — W. P Leleiohoku

1. Palapala noi aina o Isaac Cummins no kahua hale ma Lanikahua. Hoohoiola, e lilo ia ia i 150 Kapuai ka loa a 100 ka laula, e uku mai i $50, e hana i ka pa a e kukulu i hale waena o na makahiki 5, a i ole ia, alaila hoi mai ka aina.

2. O ka palapala noi o John Lucas, i aina kahua hale nona a e uku mai ma ka aoao o Isaia Leons. Olelo mai na hoohiki Hoohoiola e mimau i ka hoohiki ana. E haawi i wahi, 150 x 100 Kapuai e aoao mai i $50, a e uku ke loaa ia Isaia kona aoao. Hoohoiola e ae aku, ka

pa i ka pa a e kukulu i ka hale
iwaena o na makahiki elima

3. Palapala a R. Proctor, nov mau
e hoolimalima i 100 Eka ma Wai=
nanalua i Hanu. Inaw, he 40 keneta
no ka Eka, no na makahiki ekolu.
Oleloa na M Kekuanaoa ka aina.
Alaila haawi mai o Jn Kekuanaoa
ia Aupuni ka hana, a e haawi
ke Kuhina Nui i palapala hoomoe
i kona kuleana iloko o ia wahi.
Koohololoia.

4. Palapala nov a John Kellett
nov mai 24 Eka a keu iki paha,
ma Hanalei, Kauai — a me na
Eka he 10 paha. Hoolimalima
99 makahiki, 25 keneta o ka Eka.
Ina ua pono ia Dudoit alaila hana.
E ninau i ka mea nana i ana i
ka aina, a ina aole e kono ka
aina palahalaha e pule ana i
kahawai aole pono ia ke hoolima-
lima he 10 Eka.

5. Palapala nov a Thomas Jn Bam
e loaa ia ia ka Palapala Lila Nui
e like ai i Kupa Hawaii. Koohololoia
he ole.

6. Palapala a G. Jn. Robertson noi
kahua ma Kula o Kahua 100 × 300
kapuai. Koohololoia e loaa ia ia no
kona ikaika i ka hana. He haawi wale.

7. Palapala a Isaac P. Hart, nonoi e hoolimalima i kahi o J. Bedford, 25 makahiki $85, o ka makahiki. Aeia he $80, o ka makahiki.

8. Olelo wale mai kekahi i kahua mauka o Beritania, hoolea, aka hoihoia ma kula o Kahua.

9. Hoohololea, e halawai i ka la noa hoi ae 10, e koho i kahu pauku no ka Hale o ka Moi.

Hale Alii
7. Sepatemaba 1846.

Poe i hiki mai.

Ka Moi	Kuhina Nui
H. Kalama	M. Kekauonohi
A. Paki	A. Paki
G. P. Judd	Wm. Richards
I. Kaeo	C. Kanaina
A. Keliiohonui	M. Kekuanaoa

Ioane Ii

Hoohololea e hailona, hohoia o M. Kekauonohi - alaila koho ka Moi ia A. Keliiahonui, a aeia e na mea kukakuka malu.

Keliihelina ka palapala a S. Reynolds e kuai i kona mau pahale he 12, no na Dala $40,000 a hoomoe i 8 hapahaneri ka uku hoopanee, ka= mailio nui na Lii hai mai kela mea keia mea i kona manao, alaila

hoohololia, e waiho aole kuai.

Hoopuka mai ke Kuhina Waiwai i kekahi mau hihia o na Buke o ke Dala o ke Aupuni.- Hoohololia e lilo ka hana ia G. P. Judd, Wm. Paty a me G. M. Robertson, e pono ai, a o ka mea i holo hoike mai ma= hope.

Olelo - Henry Lea e aie i ke Aupuni i 150 Dala no na malama Kolu - Hoohololia.

Olelo Jules Dardoit e kuai i kana Pipi ma Koolau no $3000 - Hoo= hololia. Hoopuka mai o M. Ke= kuanaoa e lilo ka Hale Alii i ka Moi a e uku ka Moi i na aie o M. Kekuanaoa. Hoohololia.

Hoopukaia ka noi aina o John Kelleth, a hoohololia e waiho a holo kekahi luna. e nana i na Eka 24 ana i olelo mai.

Hoohololia, e hana i Palapala no na Kiaaina o Kanehoa Ke Kauai, a o P. Kanoa.

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Hale Aku
24 Sepatemaba 1846.

Kalawa Kukakuka malu.

Poe hiku mai, Ka Moe
Kuhina Nui Kuhina Hawaii
A Paki Joane Li
A Kuluiahonui Ja. Young
C Kaiana I Kaeo
M Kekuanaoa

E noonoo i ka palapala a ke Kamisiona Amerika no ka hana ana i Kuikahi

Kuhikuhina Ke Palapala a Anthony Ten Eyck 23 Sepatemaba 1846, e hoike ana i kona makaukau e hana i ke Kuikahi a hoike pu me ia ke kope o ka palapala a ka Peresidena o Amerika Hui pu na, e hoolilo ana ia ia i Luna no ia hana

Hoohoia, e lilo o Robert C. Wyllie Luna o Joane Li i man Luna hana pu me ia a kau koke ka Moe i kona inoa ma ka palapala hoolilo ia lana.

Privy Council at the Palace
24th September 1846.

Present— The King
The Premier — W Judd
A Paki — Boane Ii
A Keliuahonui — Sat Laing
C Kanaina — L. Kaeo
M. Kekuanaoa

To consider the proposal of the U S Commissioner to make a Treaty.

Read, the letter of A Ten Eyck Esquire, of 23d September 1846, stating his readiness to receive a Treaty, together with a copy of his powers from the President of the United States &c.

Resolved, That R C Wyllie & John Ii, Esquires, be empowered to negotiate with Mr Ten Eyck, a Treaty - Commission was immediately signed by His Majesty

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Hale Alii
9. Okatoba 1846.

Halawai Kukakuka Malu

Poe i huki mai.

Ka Aha

Kuhina Nui	Kuhina Hawaii
A. Palapala	Kekualunakanawai
A. Paki	A. Keliiahonui
Ioane Ii	M. Kekuanaoa
Keliiahonui	Namauu
L. Kanaina	Kapaakea

Hoohalua — E hilo o Kaaloa i Kahu Kula ma Waimea Hawaii, a o Namakeiaa ma Kaiu Hawaii, a o Koekoe ma o Koolau loa Oahu. Hoololi hou ia ka olelo no ka uku o ke Kahukula o Koolau, eia ka olelo hou he 15 Dala ko Koolau loa he 15 ko Koolaupoko.

Hoikeia mai ka palapala noi a G. Rhodes & Co. e aie mai i na Dala $3000, a e haawi mai i Honolulu ma ka aina o Lakoa ma Honolulu. Hoohalua, na ke Kuhina Waiwai e hana e like me ko Lakou noi ana mai.

Palapala noi a Alexander

hoikeia mai, e noi ana mai i 300
Dala e pau ai ka auwai o Lahaina
Luna. Hoohoiea, na G. P Judd e
hoolimaleimai i ka mea nana e hana
i ka auwai a e ŭiku aku e like me
ka pono i koina manao.

Palapala noi a James
Peacock no Aelu 8 ma ke kula o
Kahua a i oleia y i Kahuahale
nona a haawi mai i $100. dei a
na pono.

1846

Privy Council at the Palace,
October 19th at 4 P.M.

Present The Premier
H. [illegible] C. Kanaina
G. [illegible] Jr. Kekuanaoa
[illegible] M. Kekuanaoa
John Ricord G. P. Judd
R. C. Wyllie.

Treaty with Denmark

Mr. Wyllie submitted the Treaty as negotiated and signed between him and Captain Bille, on behalf of the King of Denmark, along with a fair copy in English

Mr. Richards interpreted it into the native language there not having been time to put it into native.

After some discussion,—
Resolved unanimously, that the Treaty is approved as a good Treaty, for which great credit was due to Captain Bille.

King's Letter to the King of Prussia

A Draft prepared by Mr Wyllie was submitted to the King and approved of by him.

War between the U. States & Mexico.

Mr. Sen. Coyle's letter of the 19th inst. to Mr. Wyllie, respecting that event was read and Mr. Wyllie was instructed in regard to a reply.

A suggestion was made about the best mode in which respect could be shown to the King of Denmark in the person of His Chamberlain and Officer, Captain Wille. As some difference of opinion existed, the question was deferred for further consideration.

Hale Alii
16, Novemaba 1846.
Halawai Kukakuka Malu

Poe i hiki mai, Ka Moi

Kuhina Nui	W. Ritzke
M Kekauaoa	P. Kanoa
A. Paki	C. Kanaina
A. Keliiahonui	I. Kaeo
Joan. Ii	J. Y. Kanehoa

Kehuhelina ka palapala a na mea a ka Moi i koho ai e imi i ka pono a me ka hewa o W. P. Leleiohoku, akaka ua hewa no. Eia ka mea i hoo=holoia e keia poe Alii e koho ka Moi a me ke Kuhina Nui i Kope Kiaaina e noho ma Hawaii. a e noho W. P. Leleiohoku me ka Moi, akaka ka noho pono ana alaila hoi i Hawaii a noho Kiaaina.

Eia kahi hana, hoike mai ke Kuhina no ke Aupalapala i kona koho ia Kamalu i Kahuekula no Kuhau. Kau ka Moi a me ke Kuhina Nui i ko lana mau moa, me ka holo i na 'lu. Eia hou, kehuhelina ka palapala a na hoa-hanau o Koolau i hoopii ai i ke Kuhina Aupalapala i aina i wahi e noho ai ka lakou kahuna pule, e kuai ka hale pule, a i wahi

e hana ae na holoholona a ke kahuna pule, ma Kaiala

Eia ka mea e hoohalua, ua a hele ke Kuauna a nana a ike hai hou mai

Aleluhelua ka palapala a kahu mau Kumukula o Kanae e hai ana i ke Kuhina Nopalapala e lilo ia iaia kekahi ana e make ia e ke Aupuni mamua, ma Koloa.

Eia ka mea e holo na ke Kuaina a me ke Kuhina Nopalapala a me ke Kuhina Kalaiaina e hana a hooholo.

Kope

Hale Alii
12 Nowemaba 1846.

E Ka Moi
Kamehameha III.

Ua koho mai oe ia makou i mau luna nana e hana i ka hewa o kekahi alii ou aia hoi Ka Mea Hanohano Ki. P. Leleiohoku no ka hoopii ana i kekahi alii i kou Aloha ia hoi o Ioane Ii

Ua ike aku makou ia lana i kela la a ia mau mau aku hoi. Ike mai la H. P. Leleiohoku

mua o makou a hai maopopo
mai la i kona hewa io ma ka inu
Rama ona, a ma kona ona, Nolaila
akaka ia makou ua oiaio ka pala=
pala hoopii a Joane Li.

Eia ka mea i holo ia
makou, ua hewa o H. P. Leleiohoku
e like me ka olelo a ka hoopii a
me ke Kumukanawai aoao 2, no ka
mea ua hoike maopopo mai ona
i kona hewa, aole ona hoike e ae
ana no kona hoike no kona hewa
iho.

Eia ka makou mea i noonoo
ai nona iho, ma ke ano ao ia ia.

Eia ka mua, e noho ana me ke
Alii me kona Ohana Alii no

Eia ka lua, e koho Ka Moi a me
ke Kuhina Nui i kekahi kanaka
pono ona i hoi ma Hawaii i
Kope Kiaaina ma ke ano o ko
H. P. Leleiohoku wahi, e nana nae
ka Moi a me ke Kuhina Nui, i
ke ano pono i na malama eono,
alaila e hoihoi aku ia ia i Kia=
aina Ina i ole, e kali hou i 6
malama hou, alaila, e hoihoi ia
ona ma kona wahi he Kiaaina.
Ina i malama ole loa ana i ka

Pono, o ka pau no ia o ka noho
Kiaina ana. Oia ka mea i holo
ia makou ma ka hai aku ia olua
e na Kiekie, aka, aia no ia olua
ka pono loa.

O makou no kou mau
Kauwa hoolohe
A. Paki
M. Kekuaiwa
C. Kanoa

56

Hale Alii
Novemaba 20 1846.
Halawai Kukakuka Malu

1 Kukakuka malu ma ka Hale Alii, a kau no ke Alii i kona inoa i na Kanawai i hoohololia i ka la 7 o keia malama.

2 A pau ia hoohololia ka olelo e lilo kahi mauka o Waikakalaua ia Kuine, a like me ke kii i hoikeia mai, aole ia e lilo aku ia ia. aole loi i lilo, ia Olua ia.

3 A pau ia hoohololia ka olelo a Mr. Richards no ka helu i na kanaka e like no me ka olelo o ke Kanawai.

4 A pau ia hoohololia e kau i Kanawai Kulanakauhale e hoole i ka lawe ana i bipi kalua iloko o Honolulu nei. Mawaho aku e kahu ai.

5 No kekahi olelo nonoi i Kahuahali. a John Lewis, hoohololia ka olelo e kuai no ina oiaio na hoohiki oia.

6 No kekahi olelo nonoi a Wm. Bacle hoohololia ka olelo ae, ke ike aku ke Kuhina Kalaiaina he pau ke hoopiha ia waha.

7 Hoohololia ka olelo e hana i Hale Paipalapala.

Hale Alii
Honolulu 24 Novemaba 1846.

Halawai Kukakuka Halu.

Eia ka poe i hiki mai,

Ka Moi Ke Kuhina Nui
M. Kekauaoa A. Paki
C. Kanaina A. Keliiahonui

Keluhelua ka palapala a G. P. Judd i imi ai i mea e pono ai ka Oihana Koa no ke ku papa ana, a malama i Ka Moi. Pau ia.

Keluhelua ka palapala a M. Kekauaoa i imi ai no na Koa no.

Eia ka mea i holo, na M. Kekauaoa e hana hou i ua olelo a maikai mai loko mai o ka G. P. Judd palapala, a pau hoike mai.

Keluhelua ka palapala no kahiahale a James Anderson i ke Kuhina Kalaaina, aia ma Kahua ma ka hua la oia ka Helu 7, ae mai ka Poe Kukakuka Halu, a me Ka Moi na ke Kuhina Kalaaina e hana ia.

1846

Privy Council

30 November

Present. The King —

Premier	Kaeo
John Ii	Paki
Kekeohouli	Judd
Richards	Ricord
Wyllie	Kanaina
Kekauaoa	

The appointment of Mr Lee as Judge.

Mr. Richards read the minutes of the Cabinet Council upon the subject held this morning and explained the expediency of the appointment to the King.

The Governor remarked that he thought well of the appointment, if the Treasury could afford the salary.

Mr. Judd stated that out of his Salary, Mr. Lee wished to send $1000.— immediately to the U. S. for Books.

Mr. Ricord & Mr. Wyllie replied that already several law-books existed and others had been ordered from London, & that before any fresh order were given, those books should be taken account of.

After many remarks from

the King, Parker, John Hill, & the Premier, it was unanimously resolved that the recommendation of the Cabinet, in regard to the appointment, be adopted.

Mr Reid moved that the Privy Council appoint some one to negotiate with him & arrange the details of his appointment.

It was unanimously resolved that Mr Reid be appointed for that purpose, to report to the King and Government after consulting with the Cabinet, if there should be any difficulty about the details.

The King stated that of course he would previously conform to what the laws require. Mr. Reid replied that he would attend to have all that done.

Increase of Mr Barclay's Salary.

Mr Richards explained the great labor that had been thrown upon Mr Barclay ever since his appointment.

A discussion took place whether his salary should be augmented £50 a year, or a present be made of £100 for the extra labor of the past year.

It was unanimously resolved that his salary should be increased £50 a year.

Subject the question of an Exequatur to Mr Marshall as Consul for Peru.

Belonging to the Privy Council of 30th November.

Mr. [illegible] explained that Mr. Marshall had appl[illegible] him on Saturday, but without [illegible]ying the official documents fr[illegible] Government of Peru, & appar[illegible] grains of being still considere[illegible] Consul for Peru, having be[illegible] acted as such – that Mr. Wyllie had objected that the Commission under which Mr. Marshall had before a[illegible] having been cancelled [illegible] the Government of Peru, [illegible] having officially so announ[illegible] ceased to act, that he could not resume his functions with[illegible] an Exequatur from the King [illegible] novo – that the King was eng[illegible] in celebrating the anniversary of the 28th [illegible] that same day / and that consequently Mr. Wyllie could not with propriety trouble His Majesty with such a matter till Monday – that on that day or any other that might suit Mr Marshall, he would be ready to receive Copy of Mr Marshalls Commission & Credentials, & to submit them to the King – that neither Mr. Wyllie, nor any other Ministers could take upon him

to promise to any one an Exequatur without the King's permission.

He stated that Mr. Marshall had not yet sent in his documents, but they would doubtless be sent in, and though highly favorable to Mr. Marshall's appointment, he wished to take the King's pleasure upon the following point, which was one of some delicacy.

The point was this. The Peruvian Government had received Mr. Brewer's Commission, but they disapproved of his correspondence in July 1845. Now it appeared that Mr. Marshall was, or was believed to be, the author of the letter, of the 26th July 1845, which was the most objectionable containing as it did a very clear burlesque upon the Peruvian Government, and a satire upon the King's Ministers & even prerogative.

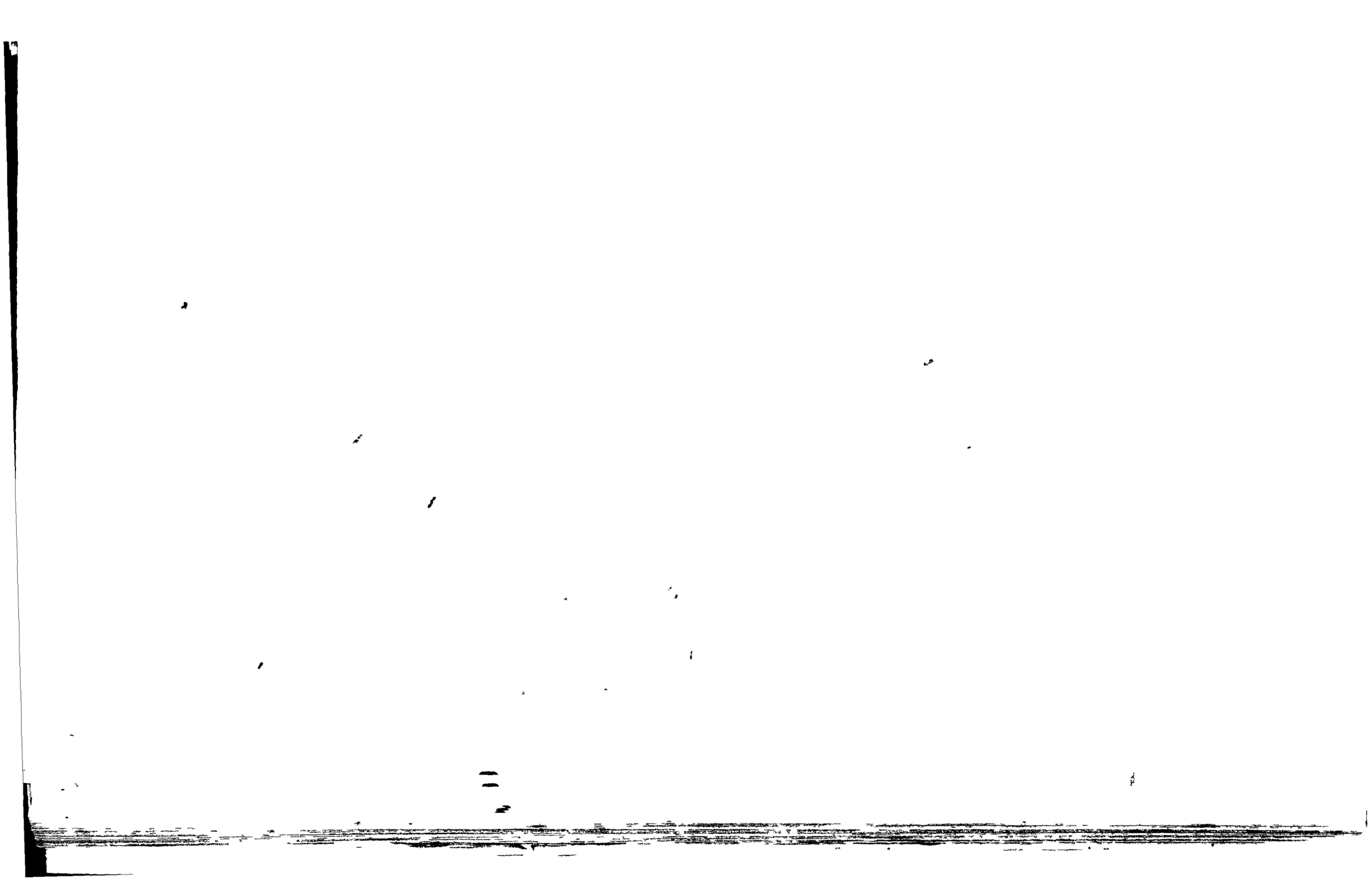
It appears that the new Commission to Mr. Marshall is dated 6th April, when the Peruvian Government neither knew that he had been acting, & ceased to act, nor that he was reputed to be the Author of the ~~[illegible]~~ letter aforesaid, nor that

the Government had recommended another for the appointment after he had signed.

The question was, would it be just and consistent towards the Government of Rew, to grant an Exequatur to Mr. Marshall, until replies were received to those communications, or until they were made cognizant of those circumstances.

A discussion took place upon the authorship of Mr. Ogden's letter of 24 July 1845, whether Mr. Marshall had signed the memorial to the President of the United States - whether he was the Author of the Honolulu letter of 10th March 1845, published in the U. S. - whether he had expressed opinions unfavorable to the King's Sovereignty & Independence, & in favor of giving extraordinary powers to Foreign Consuls - upon the opinions he had given to Mr. Abell against the jurisdiction of the Courts - upon his having made a private conversation with Mr. Reed the subject of an Affidavit before Mr. Brown - also his having gone on board the U. S. S. Congress, & urged Commodore Stockton to adopt a course against the Govt.

It was unanimously



by the King and Chiefs, that
be given, provided Mr. Marshall
letter above, explains them,
confesses the wrong, & promises
that in future otherwise, so
as that the King
assurance that the
which he desires to cultivate with the Peru,
will not be led by the unduly
of private passion.

Mr Wyllie was ordered
confer with Mr Marshall upon the
subject, & if satisfied, to grant an
Exequatur.

P.M. Council at the Palace
at [illegible] m. 2nd December.

Present — The King —

Paki	} Premier
Kanaina	Kaeo
Kekiokiokoo	Kekuanaoa
Wyllie	Mr. Judd
	" Ricord.

Result of Conference with Mr. Marshall.

Mr. Judd interpreted Mr. Marshall's letter of the 30th ult. [illegible].

Mr. Wyllie read in English, from the Spanish, the copy of Mr. Marshall's Commission of the 8th of April 1846 & of His Excellency Don Soldán's letter to Mr. Wyllie of the same date.

Mr. Judd then interpreted Mr. Wyllie's note to Mr. Marshall of the 30th November, inviting him to a conference, and a memorandum drawn up by Mr. Wyllie, giving an account of the Conference, & of the favorable impression it had made upon his mind.

Mr Ricord suggested that Mr. Judd should read the letter referred to by Mr. Marshall. Mr. Judd produced Mr. Marshall's letter of the 31st July 1846. Mr. Judd read the letter paragraph by paragraph, first

in English & then in Native.

The letter was considered as involving principles honorable to Mr. Marshall, and all that could be desired as moral principles, in any man whether public or private.

Mr. Judd then read & interpreted in a similar manner his reply of the same date. It was considered as a true expression of the feeling towards Mr. Marshall entertained by the Government and highly honorable to Mr. Judd, & that both letters were manly & involving no sacrifice of dignity by either party.

Mr. Ricord moved and Mr. Wyllie seconded that both letters be entered upon the minutes. The question was put & unanimously passed in the affirmative.

The King commanded that the Exequatur be granted.

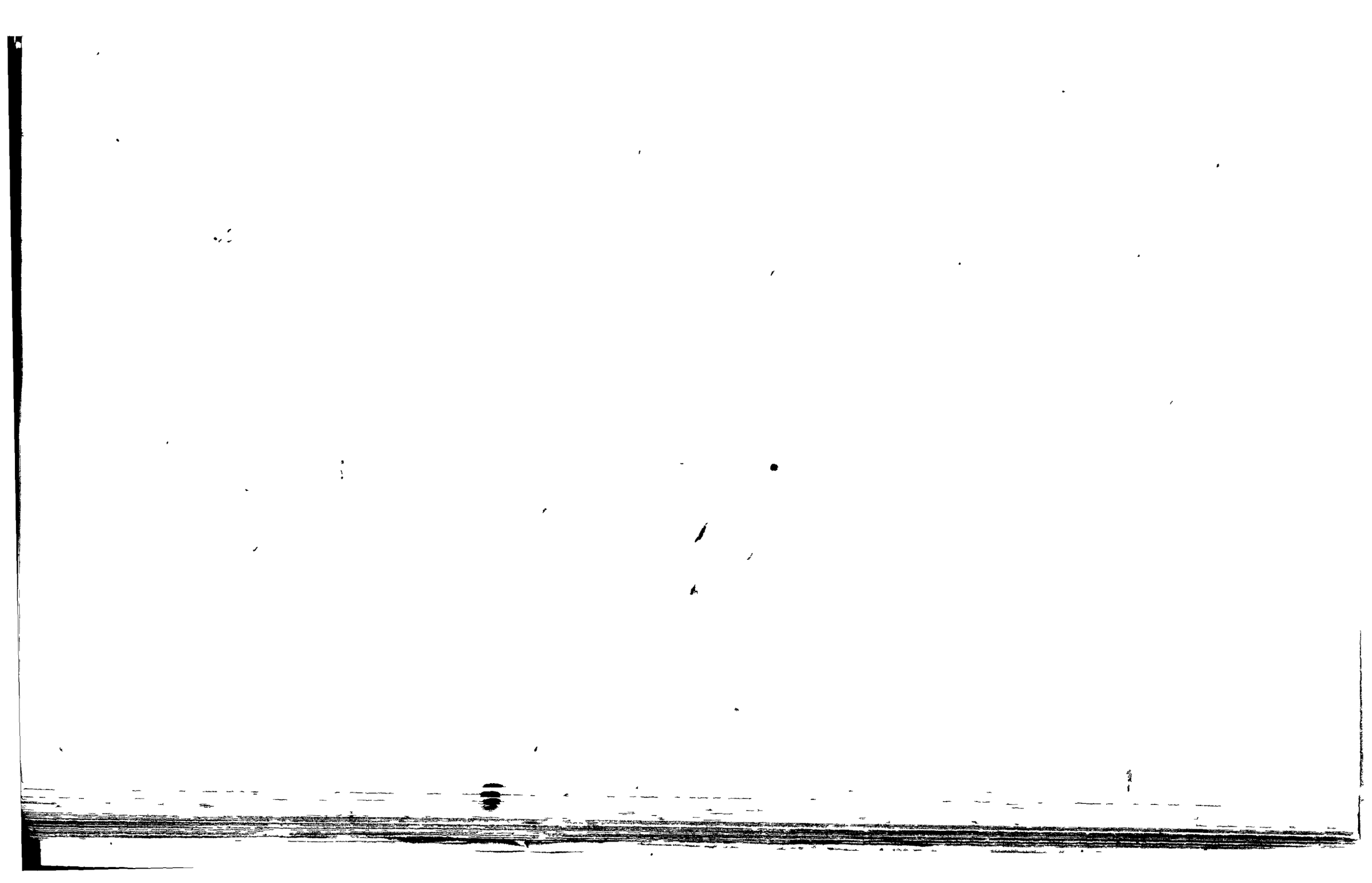
(Copy of Mr. Marshalls' letter to Mr. Judd)

Honolulu July 31st 1846.

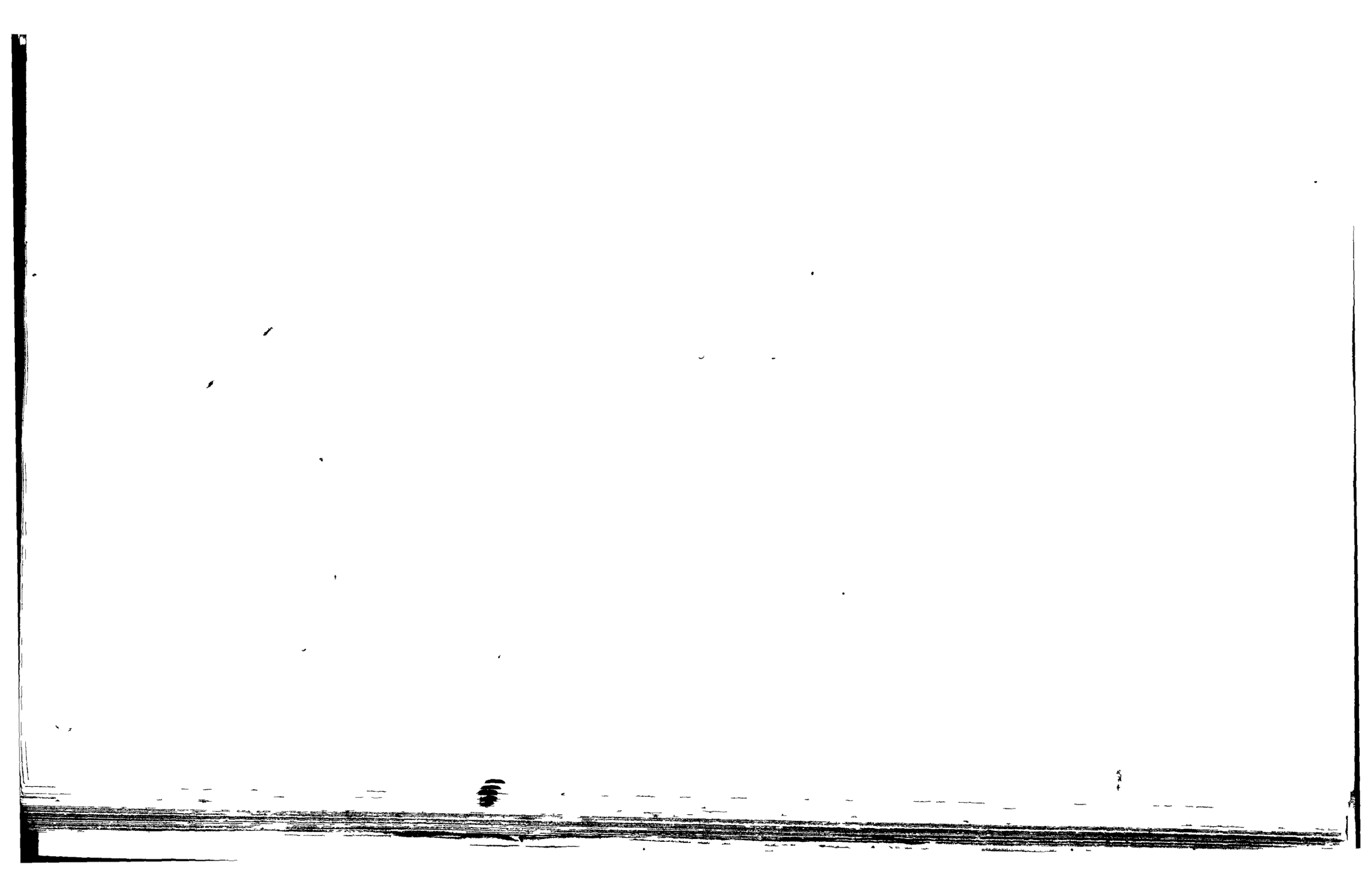
Dear Sir,

You will doubtless be surprised at receiving a note from me, and perhaps still more at its purport. But the season of bitter trial through which I have been called to pass, has led me to

Dr. G. P. Judd informs his friends and the public, that he has taken the Office belonging to Dr. Wood, in Hotel Street, next to the residence of Dr. Hoffmann, where he is prepared to receive calls in every



quite an different views in regard to the importance of many matters which I had once thought of moment, and to institute a review of the past with a view to correct in some for any errors into which I may have been led, however honestly, in a period of excitement. With this feeling, & as I trust in the spirit of the new Commandment of our Savior, I offer you my hand, and propose that the past unhappy differences between us, with their causes may be buried in oblivion. In the manner in which those differences have arisen and continued, I am ready to admit, that I have too often lost sight of that spirit of charity, which we are all commanded to cherish, that I may have judged too harshly of your motives & conduct & been too uncharitable in my own. These being my feelings, my convictions of duty prompt me to make to you the avowal of them. The spirit in which I make it, is I trust permanent, it may be evanescent, and I therefore embrace it thus early. If you have the least doubt that my motives in taking this step are any other than such as I have described, you will confer a favor on me by rejecting at once my advances; I know that those motives will be impugned by others, if not by you, but my duty is the same. I



make this proposal, trusting that it may be approved and accepted. If otherwise I shall regret the failure, but not the attempt.

I would say here frankly, that I have not addressed you, because my views of your conduct are changed, but because my views in regard to the propriety of my own towards you are altered, so far as I have already mentioned. You understand therefore that in thus desiring and proposing that all such differences should be buried, I do not expect you to change your views of my conduct; I do not consider it essential to the cultivation or manifestation of a spirit of charity & goodwill, that we should agree on these or other subjects; for the opinions often differ, "charity never faileth".

If what I have now said to you, is met by you in the spirit in which it was penned, you will allow me to say the same, through you to Mrs Judd, towards whom also, I fear that I have not always manifested a proper spirit.

With the hope that you will appreciate my views or motives in addressing you, whatever may be your opinion of the subject or manner,

I am, yours very truly

(signed) S. F. B. Marshall.

(Copy of Mr. Judd's letter to Mr. Marshall)

Honolulu, 31st July 1846

My dear Sir,

I can assure you that your letter of this morning is most welcome. Neither Mr. Judd nor I had ever lost the regard for you which we had cherished in former days. We only regretted the unpleasant circumstances which me[illegible] it. Those few who have remained by us through all vicissitudes are the best witnesses that even in our [illegible] moments we never uttered a word against your savouring of unkindness or malignity. We always hoped that with your good sense and good heart the kindness of former days would return.

Let it indeed return, without a remembrance of past estrangement. I ask your forgiveness for any apparent harshness of manner or injury which you may feel yourself to have sustained from me, and henceforth, as between you and us, let the greatest fault be the bringing to remembrance any circumstance connected with that estrangement.

Believe me, we take your hand most cordially, we sympathize with you in your repeated afflictions,

we pr. God we may never be wanting in that Christian charity which leads us to forgive, as we hope to be forgiven. And we wish that throughout life we may continue united in ties of the warmest and purest friendship.

With Mrs Judd's kindest respects,

I am,

Yours very truly

(signed) G. P. Judd

M. I. F. B. Marshall,

H. B. M. Commr.

Honolulu.

The following points, pursuant to the Resolution of the King in Council, were read to Mr Marshall and discussed with him confidentially, on the 1st of December 1846, after Mr Wyllie had read to Mr Marshall his letters to the Minister of ~~[illegible]~~ Foreign Relations of Peru, of the 15th Oct. 1845 & 31st March 1846.

1. Letter of 26 July 1845 addressed to Mr Wyllie and signed by Mr Brewer.

2. Memorial to the President of the United States.
3. Honolulu letter of 10 March 1845, published in the U. States.
4. Expression of opinions adverse to the King's sovereignty, and favorable to extraordinary powers to Foreign Consuls.
5. Opinions gratuitously given to Mr. Hall, opposed to the jurisdiction of the local Authorities.
6. Making private conversations with the King's Ministers the subject of Affidavits, before Mr. Commissioner Brown.
7. Being the spokesman of malcontents in urging upon Commodore Stockton hostile measures towards this Government.

Considering the confidential nature of the Conference, Mr. Wyllie hopes, that the King in Council, will not press Mr. Wyllie for the details of what passed, further than to know that Mr. Marshall referred to his letter written some months ago to Mr. Judd, as at once the best explanation of how party excitement might have influenced him, in the past, of what his sentiments now are, of what they are likely to be, in future,

and of th. he will entertain, & will act up. in Concert for Peru, if His Majesty shall see fit to grant him an Exequatur.

As Mr. Wyllie's part, he entertains a high opinion of Mr. Marshall's hon. and he is fully satisfied that Mr. Marshall will not deviate from the intiments contained in his letter to Mr. Rodd; which he fully authorizes Mr Wyllie to call for.

Mr. Marshall concluded with the remark, that when [illegible] deviate, it would then be [illegible] King to withdraw his Exequatur and if it should result that the Peruvian Government should appoint Mr. Dickson, he will willingly resign. —

From other explanations and opinions expressed by Mr. Marshall, Mr. Wyllie is satisfied that Mr. Marshall will perform his duties with respect to the King, to his laws, and all his Authorities.

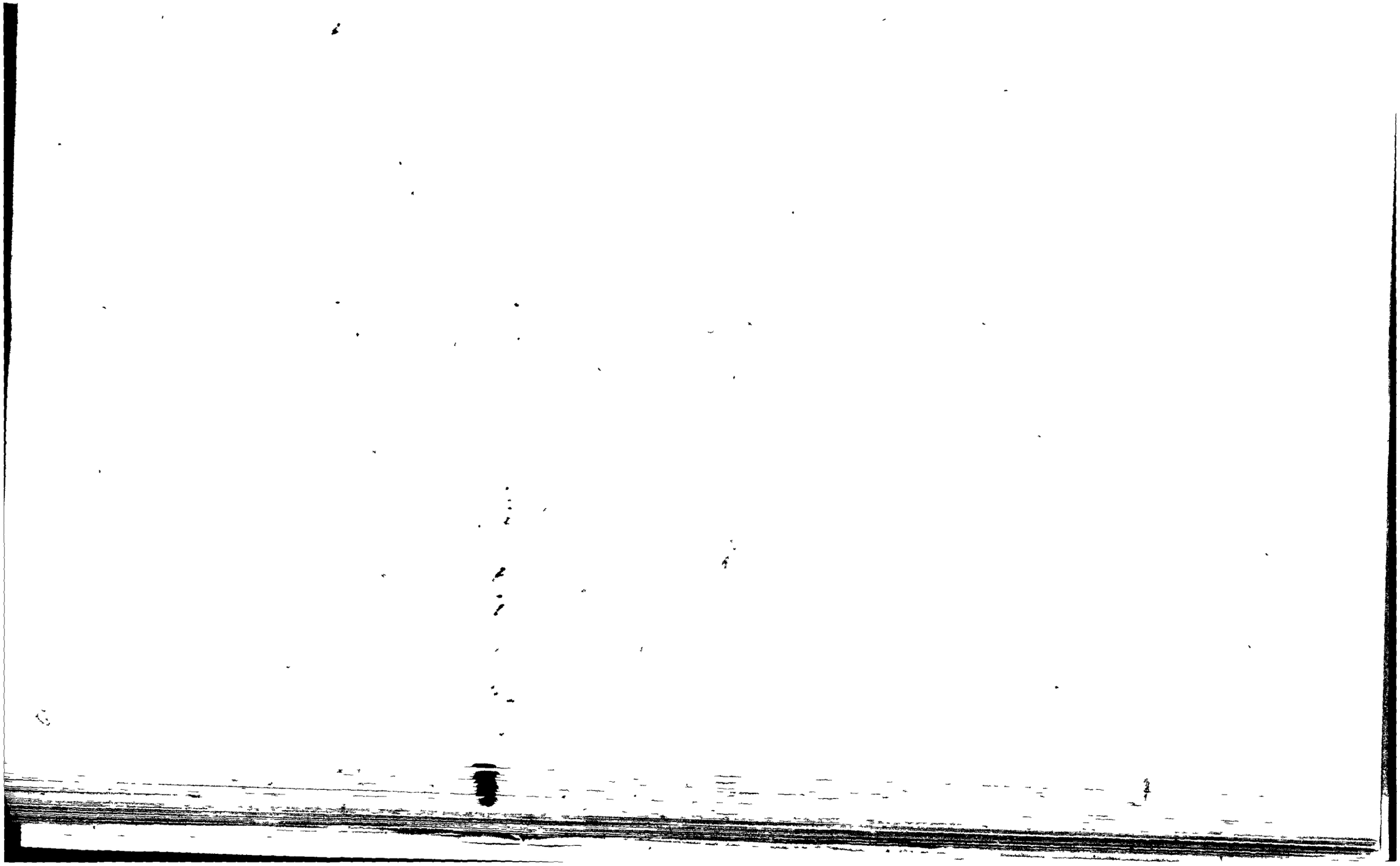
(Belonging to Minutes of Privy Council of the 2nd December 1845)

nsulship of Denmark.

Mr. Wyllie informed the King that the Consul of Denmark had called to intimate that he was about proceeding to China & to request that Mr. Wyllie should act for him in his absence, and that Mr. Wyllie had promised to act for him, ~~in his absence~~, ~~and that Mr. Wyllie~~ but expressed a wish that the Council should appoint Mr. John Robson.

The King approved that Mr. Wyllie should act for Denmark, as he had done for Sweden, if Mr. Robson should persist in declining to act.

Mr. Wyllie ~~was~~ great credit to Mr. Robson for the open course that he had pursued & for his refusal to countenance factious opposition to the Government, & wished him to be appointed.



(Relative to the Minutes of the Council of the 2nd December 1845.)

Appointment of Mr. Lee as Judge

Mr. Judd then in the same manner in Native the Rev. Richards letter of 30th Nov. to Mr. Lee.

While discussing it was resolved to send for Mr. Lee to be sworn in.

Mr. Judd then read Mr. Lee's reply of 1st December accepting the appointment, in the terms offered.

Mr. Judd then read the Commission by H.E. the Governor appointing Mr. Lee, dated 1st instant, the Oath of Allegiance, of this date (2nd inst.) & the King's letters patent of Denization dated 1st inst.

The Council signified his approval of Mr Lee's Commission by the Governor.

Resolved that Mr. Richards' letter of the 30th November, & Mr. Lee's reply of the 1st December be entered upon the minutes.

Mr. Lee presented himself & read the letters of Denization - also the Oath.

The Governor thereafter administered the Oath to Mr. Lee, Mr. Judd reading the Oath in English, & then in Native, which Mr. Lee affirmed in the usual manner.

W. Wyllie seeing that the Chief business was done, & that he had Depatches to prepare for Europe, asked the Kings permission to retire.

The following are the letters ordered to be entered on the Minutes.

(From Mr. Ricord to Mr. Lee)

Department of Law,
Honolulu 30 Novbr. 1846

Sir,

It has pleased His Majesty to make me the medium of tendering you an appointment from His Excellency the Governor of Oahu, as one of the Judges of Original and Appellate Jurisdiction contemplated by 5th Section of the General provisions of the Legislative Act to organize the Executive Departments passed 27th April 1846. The Hon. Lorrin Andrews is already an incumbent of the like office, and if you accept will be your colleague, until the passage of the Act to organize the judiciary Department, which in contemplation of law will necessarily operate as a repeal of the above named 5th Section, and a consequent termination of the present

tenure of judicial commissions under it. The Judiciary being new modeled by the civil & related judiciary act, new and different salaries will be fixed upon by the Legislature, and gradations assigned to the Judges which will render it, upon that contingency, necessary to issue the Commissions under it anew.

In the meantime your appointment is intended to be coordinate and concurrent with that of the Hon. Lorrin Andrews, at present acting under a similar appointment with the one now tendered you. You & your colleague and yourself will be expected to act conjointly or separately at your option and so divide the duties of the Judiciary department, as may seem to you best and most conducive to His Majesty's national interests. The costs and fees of the Court, of the judicial clerkship of the Court, and the fines imposed will be of course available to the Minister of Finance, and carefully collected and paid over to the proper Executive Department indicated by the laws.

A salary of two thousand and five hundred dollars per annum,

payable at the termination of each quarter, or each year, or year during your incumbency, at your option has been set apart for your use subject to your order.

Should you accept the above proposal His Majesty expects you to take and subscribe the customary oaths of fealty to him, and of office, and will confer upon you the indispensable requisite of Denization with renunciation of native allegiance, devolving upon you all the rights, privileges, immunities, duties, and obligations of a native of the Hawaiian Islands.

I have the honor &c.,

Your obt. Servt.,

(signed) Sec. Ricord.

Atty. Genl.

William L. Lee Esqre

&c &c &c

(from Mr. Lee to Mr. Ricord.)

Honolulu Dec 1st 1845

Dear Sir,

Your letter of the 30th Ult.o, informing me of my appointment to, and requesting my acceptance of the office of Judge of Oahu, has just come to hand.

Permit me through you, dear Sir, to tender my sincere acknowledgments & thanks to H. Majesty and His Excellency the Governor of Cuba for the high honor they have conferred upon me, and to say that I will accept the above named appointment upon the terms mentioned in your letter, and as far as in me lies discharge the high duties of that office faithfully, and with an eye single to justice and the welfare of this Kingdom.

Believe me, dear Sir, that I shall assume the important duties of this very dignified and responsible station with great diffidence, and ever trusting in the hearty cooperation and assistance of the subjects, and rules of this Kingdom, to sustain me at all times, in administering & enforcing justice, and the laws of the land. When I contemplate the discordant elements with which my honorable colleague and self have to deal - the great difficulties and extent of the labors devolving upon each of us, I must confess that I feel myself quite unequal to the task of discharging my duties in a manner which shall mete out justice to all, and at the same time

give general satisfaction.

I anticipate much censure and criticism; but I trust that it will never drive me from the path of right, and that I shall at all times be found administering justice, with the laws of this kingdom, faithfully, honestly, & righteously. I shall ever be, my chief delight to ascertain the true light of matters brought before me, and then to enforce that light, without fear or regard to my individual interests. You are aware that the duties of a Judge are new to me, and that it will require no little experience to make me familiar with them. They are new, they are complex, and in the infancy of this Government exceedingly difficult; but I cheerfully assume them, placing great reliance upon the assistance of my worthy colleague and upon the justice and patience of this Government and nation.

I have the honor to be with the greatest respect,

Sir

Your most obedt.

(signed) William L. Lee

Sir Geo Rivers

Att. General.

H. M. S.

Hale Alii
10. Dekemaba 1846.

Halawai Kukakuka Malu

Poe i hiki mai -

Ka Aoi
Ke Kuhina Nui - Kuhina Waiwai
" Aopalapala - I. Kaeo
A. Paki - A. Keliiahonui
Ioane Li

Hoohololia - e lilo ia William Bache he kahua hale ma ka Eka cha elima paha, aia ma Punkapu Hawaii ma ke ano alodio. E aeia ka hanai Bipi o ka poe kahu waiwai o N. Farani i elua makahiki ma kahi e kokoke mai ana i na wahi la, e like nae me ka olelo a me ka hooponopono ana o ka Luna o ke Aupuni, a e ukeia mai ke Aupuni i 25 Bipi wahine o na makahiki eha mai ka hanau ana, oia ka uku o ka makahiki mua, a i 30 bipi wahine like pu no ka lua o ka makahiki o keia hoolimalima ana. A pau ia alaila hana hou i olelo ole nae e oi aku ka uku makahiki.

Hoohololia - E hoolimalima ke Kuhina Kalaiaina, ma Kahuloi a me Honokahau i aina hana Bipi ia Joaquin Armas no na makahiki he 25, no na dala he 500, o ka makahiki, e mau nae ke kuleana o

na makaainana e like me ke kanawai.

Ma ke ano Kalaiwaiwai

Euku ia M Sea

Hooholoia,- Euku ia Mr Sea, no kona poho i ka Poe Luna Beritania, a e kakau ia Aupuni Beritania

Ehoaai ia C Nicholson

Ehaawi ia Charles H Nicholson i $1000 a e lawe mai i Morake ma kona hale

Ehoaai ia G P Judd

Ehaawi ia G P Judd i hookahi Lausaiu Dala ke makemake mai a e lawe i Morake ma kona hale pohaku ma Maemae

Ehoolilo ia Hale Mua i waho e hookolokolo no na Lunakanawai hoole, a o ke Kopeekui i hale hookolokolo kulu, Ehaina nae ia mau hale a maikai.

Euku ia M. Richards

Hooholoia,- e uku ia Mr Richards no ka makahiki 1843 a me 1844 e like me ka hapalua o ko G. P Judd, a no ka makahiki 1845 e like me ko G. P Judd

Privy Council at the Palace at
1. P.M. — 14th December.

Present — The King
— Paki
— Kekiobunui
— Richards
— Wyllie.

Subject the injuries sustained by James McLean as complained of by Capt. Blake.

Mr. Richards, at Mr. Wyllie's request, read to the King, Capt. Blake's letter and enclosure of the 9th inst., and Mr. Wyllie's reply of the 10th inst.

These communications were discussed and remarked upon.

The discussion ended in the following resolutions which were unanimously passed.

Resolved that having heard and considered Capt. Blake's letter of the 9th inst., and the certificates therein enclosed, dated 10th inst, the King in Council altogether reject the view taken by Capt. Blake, that the Government are responsible for injuries said to have been sustained by James McLean, on the evening of the 28th September, at the hands of the Native Police, such a view being without

precedent, and wholly unsupported by the evidence taken before Judge Andrews, on the 1st of October.

2. That so far as can be ascertained, Capt. Blake is himself the indirect cause of the riot that took place on the 28th of September, & all the disorders that occurred and injuries that were sustained, by having granted liberty to his men to come on shore without the knowledge or permission of the Governor, without attending to the regulations of the Port, & taking any other precautions to insure their orderly conduct while on shore. Knowing that the whole police force is under thirty men.

3. That his speech to the men, on that evening, profanely repeated in Court, on the 1st of October, followed on both occasions by the boisterous cheers of his men, and the repeated expression of his wish that more of his men had been on shore, on the 28th September, however they may have been intended, did produce on his men, and upon other sailors, an impression, that they were to take the law in their own hands, leading them to parade the streets for three or four days & nights afterwards, in a menacing manner, armed occasionally

with clubs, threatening to take the life of Mr. Brickwood, to burn the town, & to beat all the Native Police; & calling at the houses of respectable residents, demanding liquor to drink, & in mockery of the laws offering their protection to persons by

4. That the pernicious effect upon common seamen is proved by the fact, that in cases where they were apprehended and fined for disorderly conduct, it was not unusual for seamen belonging to Whalers to pass themselves off as belonging to the crew of H. B. M's Ship Dido, in the belief that in that character they could act with impunity.

5. That several British and other foreign Residents were alarmed for the safety of life and property in the town, on account of the presence in Port of Her Majesty's Ship "Dido", & of the license to the men on shore, allowed by Capt. Blake.

6. That Capt. Blake studiously avoided an inquiry as to the conduct of his men, after the 28th of September, and yet presumes to accuse Mr. Record and the Judge, of having acted partially and unfairly, though they exerted themselves successfully to control and punish all Natives, who were belonging to the Police or otherwise,

who could be proved to have had any part in this.

That H. Minister of Foreign Relations, by the first Opportunity, transmit a copy of these Resolutions, and of the correspondence which led to them, to the Kings Agent residing in London, to be laid before H. B. M's Government as may deem necessary, to counteract what statements may be made by Capt. Blake.

Mr. Edwards, in the same manner as Capt Blake's letter of the 5th December, and Mr Wyllie's of the 7th same month.

The Council unanimously approved of the measures, with which Mr Wyllie had carried out the Kings wish in regard to the enquiry.

It was proved that a Copy should not be sent to H. B. M's Consul General, before the Communications were received from the British Government, on the ground that he would be sure to send to send it to the St. Island News, as he had done the correspondence about James Ruddock, and the duties imposed upon Spirits, and other documents that could only have come from him.

and also on the ground, that the General
him [illegible] having been a voluntary party
to the [illegible] als Umpiraje, the Governm
had the [illegible] in those cases, to look
to the [illegible] not to the Consul
General, [illegible] the cases left
to that Ump[illegible] were concerned.

Mr. Reco[illegible] to their attention
to the seditious [illegible] libellous character
of the S. I. News, and [illegible] grounds it had given for [illegible] action,
but that the opinion of the Ministers
was, that it was beneath [illegible] to
take notice of it, and that, [illegible]
it strengthened [illegible] that
so long as [illegible] attacks were confined
to them, but Mr. Ricord thought if
they should attack the King or
Premier, it would then become his
duty to prosecute the parties with all
legal severity.

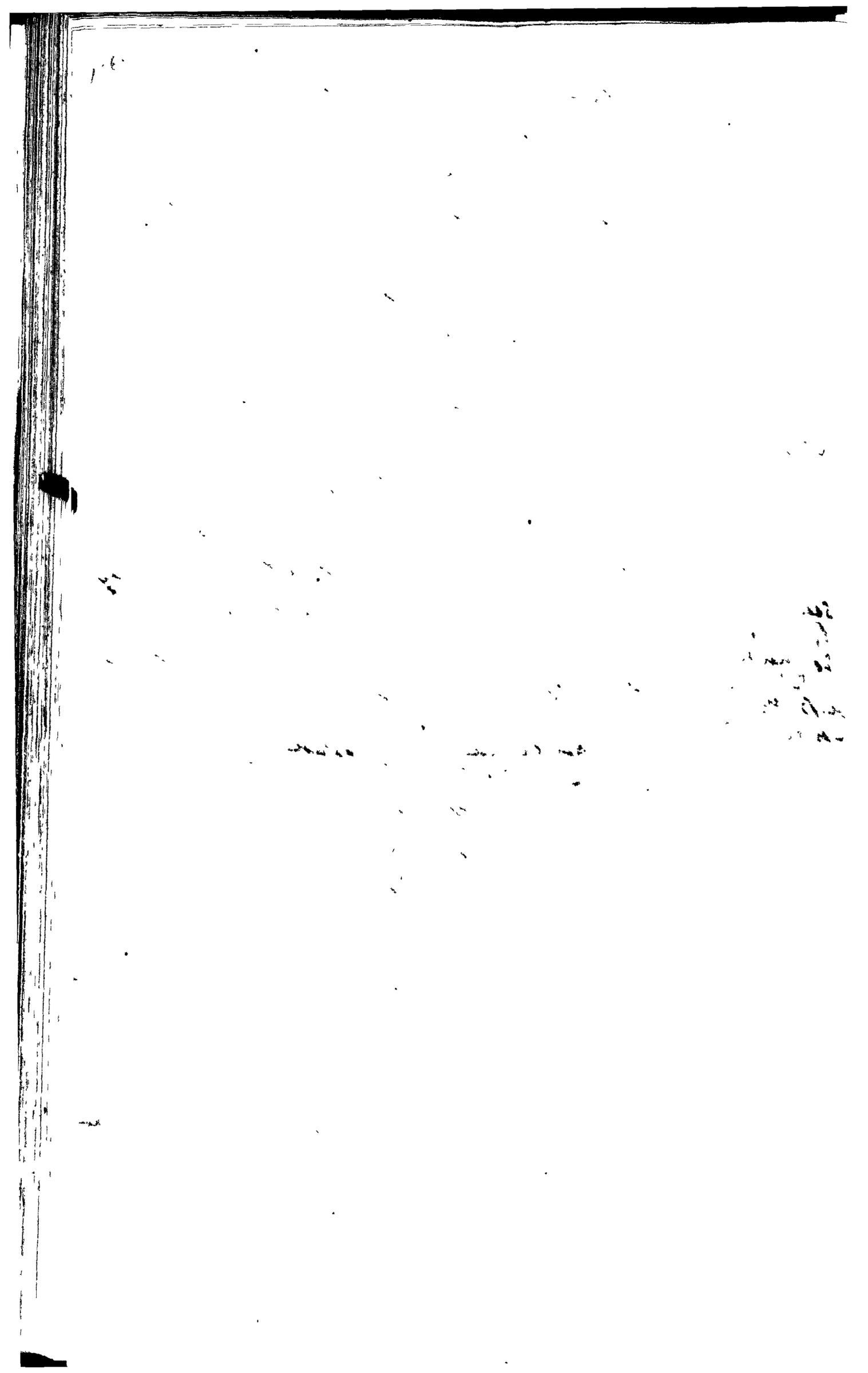
S. I. News.

See Mr Uglie's Letter of 20 March 1842 to H. B. Mr. Consul Genl.

Mr. Ricord, after some explanation,
as the King was going to Lahaina,
begged to know how far His Majesty
approved of the Course that he Mr.
Ricord had pursued in the manage-
ment of the case.

Reference to a letter to —

Mr. Uglie remarked that it
might be better not to urge the King
to any special opinion, until after due



notice were, he had been fully informed of the particular course pursued on both sides.

Mr Richards thought that it was quite apt to record the following opinion given by the King.

Opinion of the King—

What I have heard the defence set up by Mr Record say, were for it is my wish that he defend against all evils, as he shall perceive to be just; and in accordance with law. It is a great suit, and I wish the Kingdom to be rid of it. I have not heard of any thing in his defence which I disapprove, though the case has not been so fully explained to me, that I can point out the good parts of it, nor any evil. The case is committed to him to be conducted at his discretion, and he is to be accountable to me.—

Mr Reynolds

The King explained that Mr Reynolds had lately spoken to him while he was near Mr Young's house — & told him that what had passed the other evening was very hard, & that Mr Williams was going to throw the case

up _ & that he, the King, had replied, he could not believe that of Mr. Williams.

Ejection of Mr. Ricord.

Mr Ricord stated to the King, that a Council had been privately held, with the view of taking the Land from him, and having done other unfriendly acts.

Mr. Richards observed it was clear to him that Lord C. wished to take advantage of any little matter in their favor, but do not think that Mr. Ricord should have the same privilege in favor of the King & others expressed the same opinion.

Mr French 10 Acres of Land.

It was voted that the Minister of the Interior be authorized to sell in Fee simple to Mr. French, on the Island of Kauai, at Paikaki, 10 Acres of land at $ 5 per acre

no. 1-

Kookolaia,

Ke mea pono ka manao i hoopuka mai, e ini i waho e pau ai ka hoopii o Lada ma a me ko lakou koi ana e uku ka moi ia lakou, ke manaoia ka lawa hu a me ka malu like o ka noho

Privy Council at the Palace at 1/2 past 1 P.M. - 4th January -

Present - King -
" Lords
" "
" "
Relation - Ludlow
Record - Cox, &c. -

Proposals made by Mr. Dudoit on behalf of Ladd & Co.

Mr. Record stated that he had requested this meeting to lay before His Majesty in Council certain proposals of the Counsel of Finance, for the amicable arrangement of the suit with Ladd & Co. -

The King demurred to the reception of any proposal, or giving any opinion thereon, until he should know better how the case stood.

To meet His Majesty's view the following Resolution was passed.

No. 1. Resolved, That the proposition made, to seek for the means whereby an end may be put to the suit of Ladd & Co. - and their demands against His Majesty, if proper, when we take into consideration the dwelling together in peace & good will to all, but it will be advisable first to

ana, aka, e pono ke noonoo e, i
ka hiki pono i ka noi ke
hoolohe i keia olelo, o nio anaue
kona noa o pono hoi kona
Aupuni.-

No 2-

Hoohololi,

Ohoopanee i ka helehelu
ana i ka palapala mai a ke
Kanakele Parawi i hoopuka
mai mia ke ano Aloao, a hoike
mai ke Kokua Lunakanawai a
lohe ka noi a me keia ana
i ke ano o ikela haapii e nele nei
a me ka hope o ka hookolokolo
ana i kona noonoo ana.

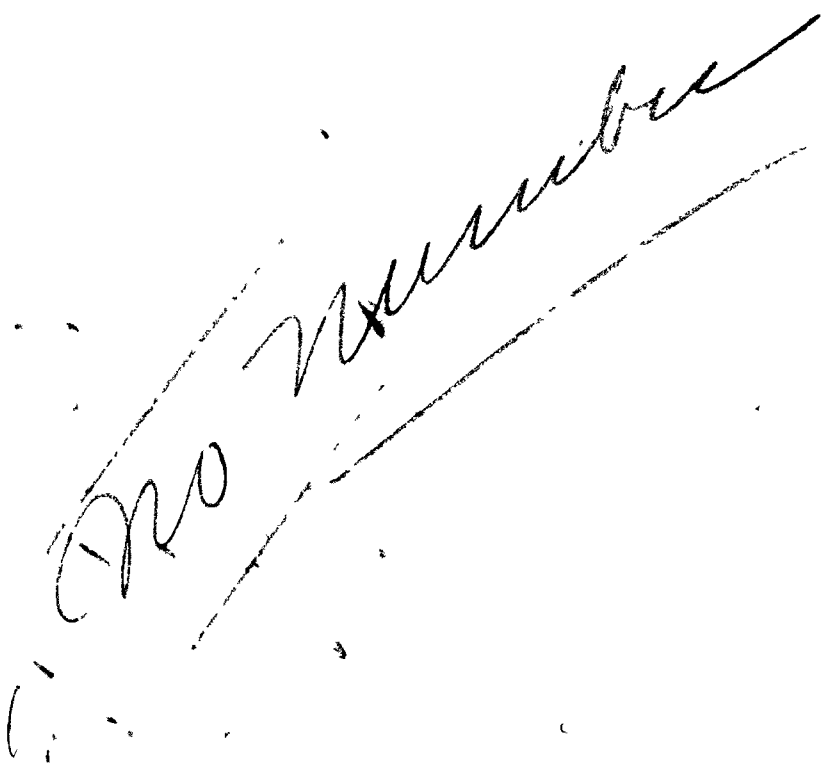
consider if His Majesty can listen to the proposition, without injury to His Honor, or disadvantage to His Government.

Ordered Record concurred in the proposition by the King's explication, and the question in relation was passed.

No 2— Resolved that before reading the proposals made by the Council of France, as Mediator, it is indispensable that the Attorney General inform His Majesty and this Council of the present state and prospects of the suit. —

Resolved that this Council adjourn till Wednesday at 7 P. M.

—



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1847. 6 Jany

Privy Council, Wednesday at 3 P. M.

— Present — The King —

Premier — Kekiahonui
Kaa — Paki
Kekauonohi — Kerohokahole
Judd — Records
John Ii — Wyllie.

W. Records statement of the present position of the suit of Messrs Ladd & Co. —

W. Record stated that — pursuant to the resolution of the 4th instant, he was now prepared to give such explanations as His Majesty requires.

That both from principle and out of respect to W. Dudoit, who deserved great credit for his mediation, he (W. Record) felt most anxious that a compromise should be effected. But, it would be for His Majesty & the Council to judge, after having his explanations, whether the suit, in its present stage, could be compromised, without a sacrifice of the King's Honor & interests.

W. Record stated he had reduced the case to distinct heads, or articles, numbered consecutively, which

he would explain as he proceeded.

Mr. Judd interpreted to the King, as Mr. Record went on.

Mr. Record - under the 3 Article
Art: 3. or head - explained that no evidence had been adduced to prove that Mr. Richards had authority or powers from the King, to sign for him the alleged Contract of 17 May 1843. That Mr. Richards distinctly swore that the Belgian parties had assumed the responsibility of the sufficiency of his powers, after he had explained to them his own idea of their insufficiency for the particular object proposed by the Belgian Association.

Art. 7. Under Article 7th, after it was read, the King asked Mr. Mylie, if Mr. Hooper had held out any inducement to him. Mr. Mylie said - Mr. Hooper had asked him if $10.000 would be an inducement for him. The King enquired, what Mr. Mylie had replied. Mr. Mylie said he had told Mr. Hooper, that if he should think well of the Co-, as his friend in London, he would do what he could, without any compensation whatever, but that if he

thought unfavorably of it; as he then did, no pecuniary inducement would make him recommend the plan to his fellow countrymen.

Under Article VIIj Mr. Record explains that the measures referred to against Ladd & Co were not to be understood as an "extent", the Government, but rather to secure the interests of I. Robinson & Co, and of Kelly & Allan, who were ready to sue, & had consulted him for that purpose.

Art. VIIj

Mr. Mylne remarked that I. Robinson & Co had previously applied to him, complaining of Ladd & Co, & that he, being British Consul at the time, had recommended them to lose no time in quietly obtaining judgment, & that he always considered that in the exercise of his duty to those British subjects, he was mainly instrumental in bringing matters to the crisis that followed.

Under Article 10th, Mr. Record explained how the interests sold had only fetched about $100 to the Government, & yet really produced something like $8000 for the benefit of Ladd & Co, & that the

whole arrangement was one made in kind feeling to them, although Mr. Lee Cook & Co attempted to make it appear otherwise.

Art. 11. Under art 11th Mr. Record, after explaining the circumstances that justified the sale, stated that for that sale, Ladd & Co claimed $32.000 damages, which claim he was prepared to show could not be sustained.

Articles 12 to 18. — Under Articles 12-13-14-15-16-17 & 18 - Mr. Record explained the strict necessity he was under from Ladd & Co's own declarations of having proof that they were still the parties entitled to select the lands & that consistently with His Majesty's instructions to do what was justice and right, he could not omit that proof, which Ladd & Co did not give.

Cont. Under Article 30th Mr. Record explained the great endeavours that had been made before the Arbitrators to prove admissions on the part of other Government officers that might commit the King.

Art. 37. — Under Article the 37th Mr Record further

explained the same endeavours made in regard to Mr. Judd, by Mr. Dewey.

Art. 38. - Under Article 38th, Mr. Ricord explained the charge brought against the person of the King and His Government by Mr. Dewey, and that before on similar occasions he had used similar expressions, which the Arbitrators had expunged from the record, but which were heard and perhaps believed by great part of the persons present.

Articles 39 to 43. - Under Articles 39. 40. 41. 42. & 43. Mr. Ricord explained that no defendant could be legally required to furnish evidence against himself, but that it was highly honorable to the King to grant his opponents every advantage, and only reasonable and equitable that he (the King) should in turn have the same advantage allowed him; stating that he had formally demanded that equality before the Arbitrators, & his demand had not been granted.

Art. 44. - Under Article 44th Mr. Ricord

explained that he had gladly accepted the mediation of Mr. Dudoit, which was honorable in him to offer, but that he had to receive instructions upon the possible question of compromise fully considered. That both and of respect to Dudoit, and to prove that [illegible] was not an impracticable one as falsely represented, he was desirous to promote the success of Mr. Dudoit's mediation, but only on honorable principles, & with special powers from His Majesty.

Art 46 Under Article 46th, Mr. Record states the necessity of the Arbitrators having access to the Books of Laird &c., in order to vindicate the King's honor from the charge made by Mr. Ten Eyck, which if not retracted would remain as a foul stain upon His Government.

Mr. Record finished his explanations at ½ past 2 P.M.

After further discussion the general opinion was that the question of a compromise was a serious one,

Honolulu.-

No ka lohe ana i na
paukū olelo a M. Ricord he 48,
e pono ke noonoo nui i ka pono
a me ka pono ole o ka hoopau
ana i kēia hihiā, e like, me ke
ano o ka olelo i hoikeia mai
nei; he mea nui keia no ka
noa maikai o ka Moi; nolaila
e halawai hou kēia kukakuka
malu i ka la apopo hora 3, e
noono a e hoholo i ka hana e
pono ai mamua o ka hoolohe
ana i ke manao o M. Dudoit.-

after the charges that had been made against him by so high an Authority, and that no time was required to consider it, satisfactorily.

The following resolution was unanimously agreed to

Resolved — that having heard Mr Records' statement concerning of 48 heads or articles, the question of a compromise, under the circumstances which have been made apparent, is one of the most serious importance to His Majesty's honor, and that this Council adjourn to tomorrow, at 3 o'clock P.M. — to consider & resolve upon what ought to be done, before Mr. Dudas's proposals can be taken into consideration.

The Council adjourned accordingly. —

Plan. facts in the suit of messrs Ladd & Co against the Hawaiian Government for $378.000. –

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1. The Government benevolently on the 13th of September 1842, modified and extended the original contract of 8th November 1841.
2. The Government supported Mr. Finn here, and Mr. Brunnade in Europe with loans of money which they have not paid.
3. The Government, through its Commissioners in Europe, besides supplying money to Mr. Brunnade, supported his negotiations in Belgium by all proper means, and though the Commissioners were unauthorized, and at the time stated themselves so to be, showing their powers to the Belgian Notary, they even went so far as to sign the engagement in Brussels on the 17th May 1843. –
4. The contracting parties in Belgium have not executed the engagement then and there entered into, and the whole project had become abortive long before Mr. Brunnade left Europe.
5. This is acknowledged in Mr. Brunnades own letters of 2nd November 1843, and of September and October 1844, and proved by letters from Sir George Simpson received here early in 1845.
6. Subsequent to the alleged contract of 17th May,

1843, Mr. Brinsmade, in 1844, both in Ghent and London. attempted to found a new Company - Association, on the basis of the privileges granted to him by the aforesaid contracts with the Hawaiian Government. Even the very privileges that he and his Partners alleged they had conveyed away to the Parties, in Brussels, on the 17th of May 1843.

7. On the 1st of November 1844, the firm of Ladd & Co suspended payments here, and Mr. Hooper, a Partner of that firm, seemingly aware that Mr. Brinsmade's negotiations, in Brussels and elsewhere, had led to no results, made overtures to Mr. Wyllie to undertake the formation of a company in London, on the basis of Ladd & Co's contracts from the Hawaiian Government.

8. On the 30th October 1844, Mr. Ladd confessed judgment, in favor of the Treasury Board, for $9478-80 Cents and pursuant thereto levy was made on all the real and personal property of Ladd & Co, any overplus there might be, was to go to cover an attachment in favor of James Robinson, and another in favor of George Kelly, and a notice by the Sheriff to that effect, under date of 1st November 1844, was published in the Polynesian of 2nd November 1844.

9. On the 3rd of December 1844, pursuant to

that execution issued at the Court of Honolulu, in behalf of the Hawaiian Treasury, viz ... Dry Goods and Hardware in the store "Messrs. Ladd & Co, and belonging to them were sold by the Sheriff, in which they were credited $3625-67 Cts - leaving still due $5853-13. —

10. On the 9th of December 1844, in continuation of an Argnic: levy made by the Sheriff under the aforesaid execution in favor of the Hawaiian Treasury against Ladd & Co, the rents, issues, and profits of their Sugar Estate at Koloa, were sold for one year, that is from the 9th December 1844 to the 9th December 1845, and realized to the Government only $100. —

11. On the 28th April 1845, in consequence of the insufficiency of the said rents, issues and profits for one year, to cover the judgment aforesaid, the Sheriff sold the reidnary lease for a term of years, of the said Koloa Estate, held by Ladd & Co, subject to any Mortgages on the said premises, and to the rents yearly accruing thereon to Government, realizing to the Government $3600, credited to Ladd & Co, under date 11th June 1845.

12. On the 24th of April 1845, Messrs Ladd & Co

inserted in the Polynesian of the 26th of that month a Protest in the shape of a notice & Caveat to the Public, against the sales of their property, on the 6th & 9th days of December 1844, and the further sale announced to take place at Koloa on the 28th May 1845, alleging that said properties and interests were sold and conveyed on the 17th May 1843, with the sanction and guarantee of the Hawaiian Government &, meaning by Mr. Brinsmade's negotiations in Brussels above referred to.

13. On the 13th of April 1845 Messrs Ladd & Co wrote to Mr. Judd referring him to their contracts of 24th November 1841, and 13th September 1842, requiring that an officer should be appointed to accompany them in the selection of the then unoccupied and unimproved lands on the Islands, so as to accomplish it, as per contract, before the 24th November 1845.

14. On the 3rd of May 1845, ~~as~~ as Attorney General I replied that the King had instructed me to do what was lawful and right in the premises, and to that end requiring Ladd & Co to exhibit their contract, so as to satisfy me that they had not assigned to other parties what privileges it conveyed.

15. On the 5th of May, Messrs Ladd & Co sent me

a copy of the extension of the original contract dated 13th September 1842, but not the contract of 24th November 1841 itself.

16. On the same day I replied that without the original contract I could not convince myself that the right of selection had not been parted with by them and made over to their assigns, but that on proof that Ladd & Co were subsisting parties to the contract, I would be ready to act as might be lawful.

17. On the 8th of May, Messrs Ladd & Co, in place of a reply, handed a Protest dated 7th May 1845 professing to hold the Hawaiian Government liable in the sum of $1000 per diem damages, until the due fulfilment of the contracts made with them, and cautioning all persons against leasing or occupying any of the lands that were unoccupied or unimproved, on the 24th November 1841.

18. On the 10th of May 1845, I replied to Messrs Ladd & Co that I had learned from credible sources, and stood ready to prove that they had wholly transferred to third parties, what they called a contract, and that Ladd & Co had ceased to hold any interest in it, adding that it would be a fraud on those parties to fulfil it with Ladd & Co.-

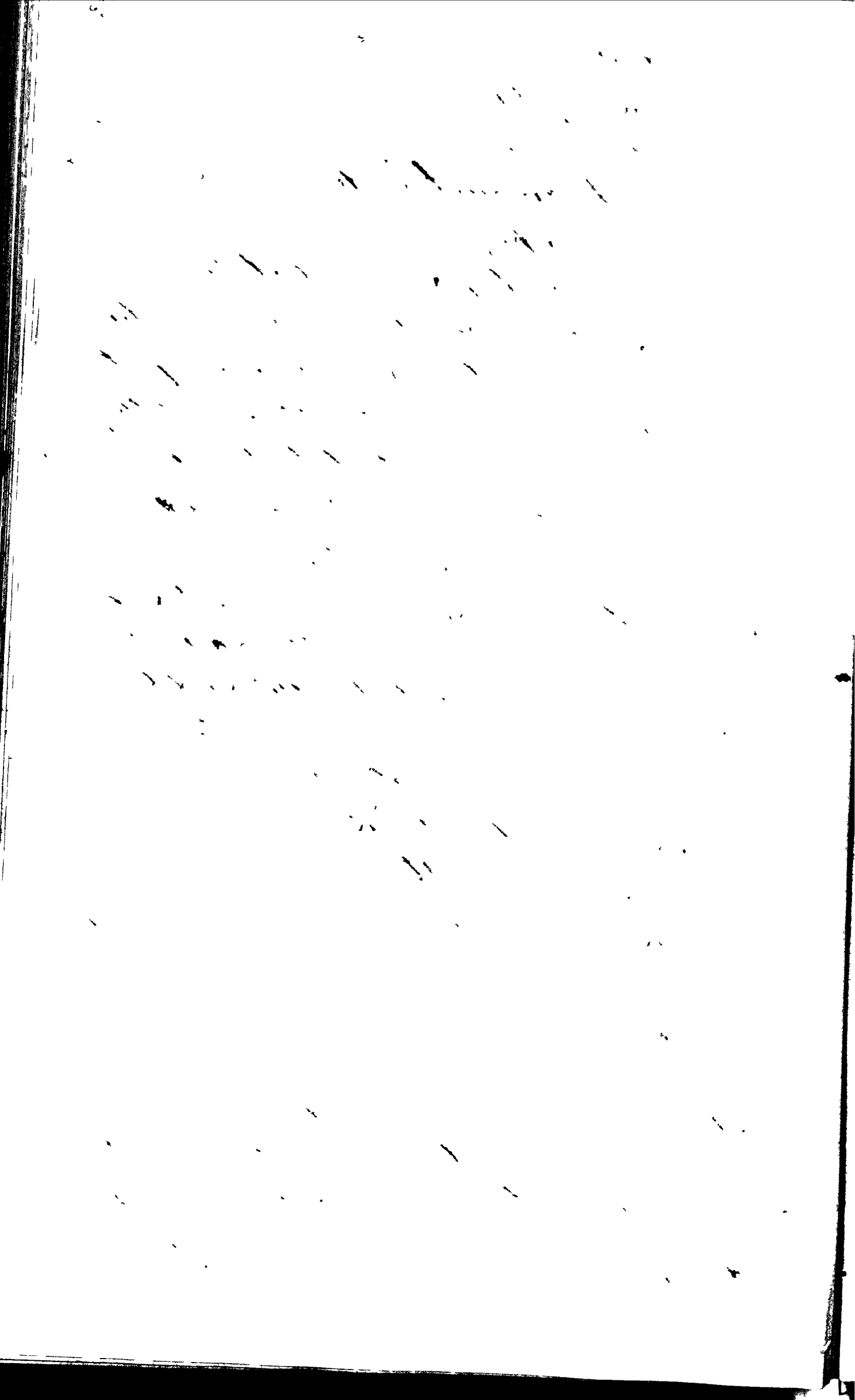
19. On the 12th June 1845, Dr Judd wrote to

Ladd & Co. reminding them of a loan made to them by Mr. Richards, overdue then about a year and a half, and with interest amounting to about $15.000 * pressing for payment stating that then he could not perceive that by enforcing payment, he could injure any interest of the Firm either present or prospective, but courteously inviting them, if they thought otherwise to state their reasons and objections to his proceeding to the sale of their properties.

20. On the 16th of June 1845 Messrs Ladd & Co declined to acquiesce in the sale of the properties alluded to by Mr. Judd, referring him for reasons, to the convention entered into between the Sandwich Islands Government, the Belgian Colonization Company, and them, on the 17th May 1843, but in short suggesting any plan for the payment of this debt so long overdue to the Government, besides other balances.

21. On the 12th of July 1845, Messrs Ladd & Co alleging that the properties and interests sold by them to the Belgian Company

* This amount was due on Notes secured by Mortgage, and was exclusive of the $9478-80 cts referred to under Article 8th.



of Colonization, as per Contract executed in Brussels, on the 17th May 1843 were daily suffering from neglect and inattention, demanded of the Hawaiian Government a restoration of those properties, and to be kept in the enjoyment of the same, and still neither offering to pay, or to secure their debt to the Government.

22. This extraordinary demand was referred to me by His Majesty, and not being able to elicit any thing satisfactory from Messrs Ladd & Co, upon the subject of how far they had assigned their claim to the Belgian parties, I could not accede to the demands of Ladd & Co, who on the 28th of July, affected to write in a high tone to Mr Judd, requesting an interview with the King, to lay before him the nature and extent of their demands.

23. On the same day Mr Judd replied to Ladd & Co, that the King declined to allow them an audience on a question which he had left to my Agency as they had twice before been informed.

24. On the 9th of August 1845, Mr William Hooper partner of Ladd & Co, and acting as U. S. Commercial Agent, sent in officially to Mr Wyllie, a Protest against the Government of the Sandwich Islands,

and against the action of their Courts in all cases, either civil or criminal, in which the Government of these Islands, and citizens of the United States were, or may be joint parties to, which under the Law of nations he had no power to do, even had the effect of the protest not obviously been to withdraw himself and partners from liability for their debts through the King's Courts.

25. On the 15th of August, Messrs Ladd & Co having declined to pay their debt of about $15,000 to the Hawaiian Treasury, or in any way provide for or secure it, but on the contrary adopted a course of contumacy and defiance to the King and his tribunals, they were sued before the Governor of Oahu, and having urged in vain sundry technical objections, finally protested against the whole array of Jurors, as incompetent to try a case which they represented as extremely complimented.

The Court willing to grant them every chance, through Referees, a Court in Banco, or a special Jury discharged the Jury which had been empanneled.

26. On the 29th of August 1845, Messrs Ladd & Co

published in the Friend of 1st Sept.,
that they refrained from giving publicity
to certain facts necessary to be known
in order to judge correctly of the relations
existing between the Hawaiian Government
and them, and of the illegal and unjust
acts which it had committed against
them, for the purpose of annihilating
certain valuable contracts existing
between this Government and a company
of Foreign Capitalists, and them (Ladd & Co)
alleging as their reason for that forbearance
a regard to a decided and much
needed improvement in the Hawaiian
Government, which induced them to
decline, at that time from exposing,
in detail, some of its acts, that it
might be spared the odium and
reproach which such disclosures
would attach to it.

7. On the 31st January 1846, sixteen
creditors of Messrs Ladd & C advertised
in the Polynesian, convoking a meeting
of all their Creditors, with the view of
eliciting an insight into their affairs,
which till then had been kept in
the dark.

8. On the 4th of February 1846, the creditors
assembled, appointed J. F. B. Marshall Esquire

their Chairman, G. J. Allan Esqre Secretary, and a Committee consisting of those Gentlemen in conjunction with S. N. Castle Esqre to correspond with Ladd & Co and elicit information as to the real state of their affairs.

29. That Committee was altogether unsuccessful in eliciting any information from Messrs Ladd & Co, who had placed their books in the hands of George Brown Esqre, then Commissioner of the United States.

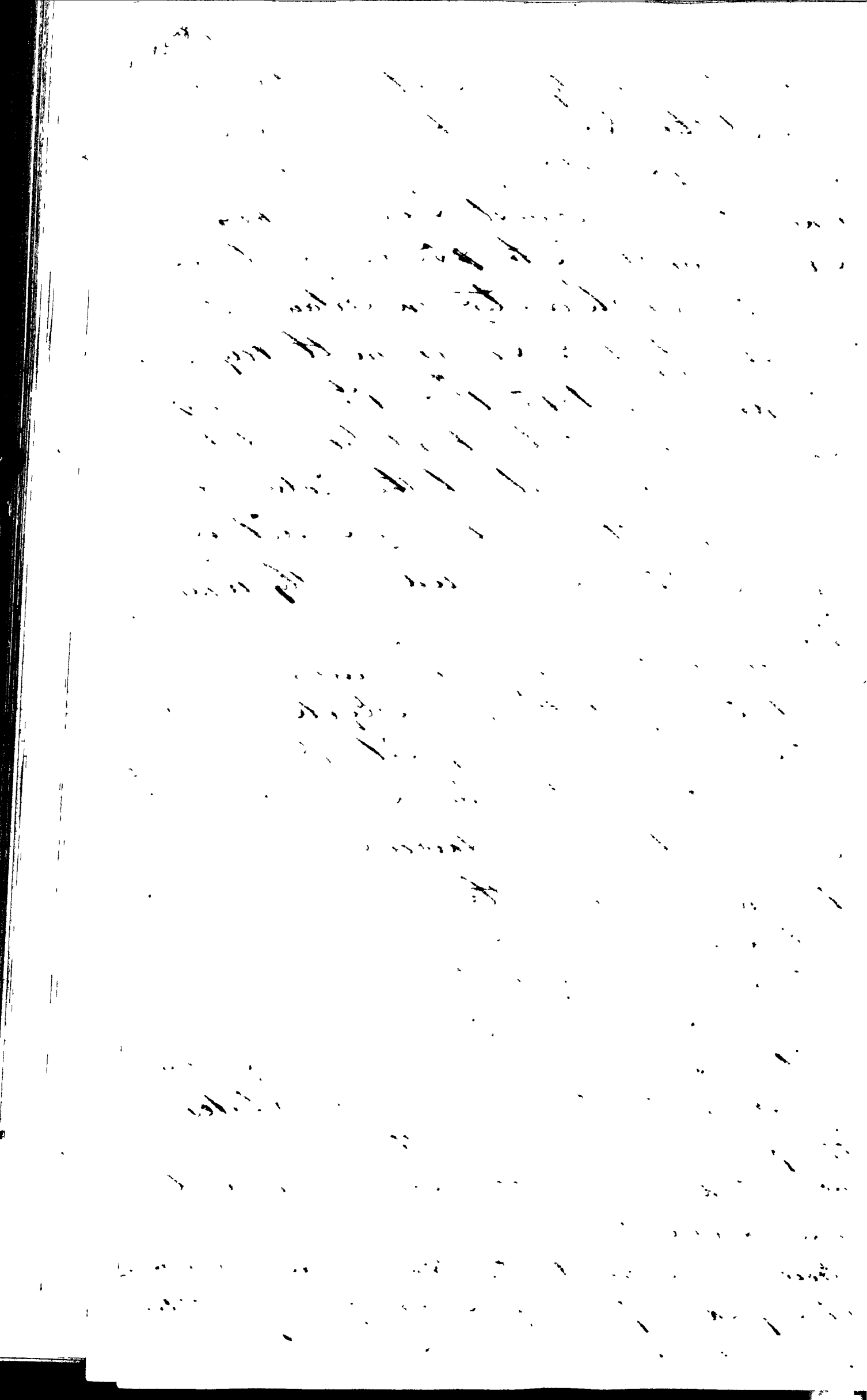
30. On the 10th of March 1846, as the partners of Messrs Ladd & Co were making attempts to have interviews with and obtain admissions from the Kings Ministers individually, a Cabinet Resolution was passed, declaring that it was not competent for any other Minister or officer of the King, except the Attorney General, to receive any propositions, discuss any point, or make any overtures of arrangement or compromise with Messrs Ladd & Co, that might affect His Majesty's honor or interests.

31. On the 11th of April 1846, great exertions having been made to work up the

Foreign Community to a state of resentment against the Government, Mr. C. A. Brinsmade a Partner of Ladd & Co applied for a Jury before whom to prove against James Jackson Jarves, his claim to $30 000 for damages done to his character in certain articles published by Mr. Jarves in the Polynesian of 8th November 1845 1st & 31st January 1846, which articles it is believed did not injure his character to the value of one cent, though his own act in bringing the action did greatly injure it.

32. On the 13th of July 1846 under the mediation of Anthony Ten Eyck Esquire articles of solemn Compact and agreement were entered into between the King and Government of the Hawaiian Islands, through myself on the one part, and William Ladd, Peter A Brinsmade, and William Harper, on the other part to submit to the judgment of Stephen H. Williams Esquire, and James F. B. Marshall Esquire, both citizens of the United States the following question as the only one to be settled between this Government and Messrs Ladd & Co, viz,

"How much ought the Hawaiian Government
"to pay said firm of Ladd & Co. for all their
"property of whatsoever name and kind, tangible



"and intangible, including contracts of
"every description, taking into consideration
"whether they the said firm of Ladd & Co,
"are entitled to indemnity of said Government
"for any losses or damages they may have
"sustained in consequence of any illegal
"acts done or wrongs committed by the
"said Hawaiian Government."

33. On the 10th of August, submitted to the Cabinet, the following claims, as they had been sent in to me by Messrs Ladd & Co; viz:

On account of having infringed their contract in Belgium & defeated it	210.000 —
For lucrative situations which they were to have had under that contract — — — — — —	35.000 —
For the sales of their properties —	32.000 —
Attachments of d: — — —	8.000 —
Non fulfilment of contract between them and Kaikeova at Kauai	2.000 —
Non cultivation by the King of 50 Acres of Cane near the Sugar Mill at Koloa — — — — —	10.000 —
The Canal at Lahaina — —	1.000
Mr Brunades action against Mr Lane	50.000
making in all —	$378.000 —

Ever since with short intervals of interruption, the Arbitration has been proceeding, and though Messrs Ladd & Co besides their own Counsell

J.B. de Fiennes of Brussels, Reputed a Barrister have had the able advocacy of Anthony Van Dyke Esquire, Commissioner of the United States, as additional Counsel in managing their case, and bringing forward their testimony, they have not provided against the impeaching the Government, or the able Agent.

15. In May and June 1845, Mr. Wyllie actuated by pity for the minor William Little, whose $8000 his Foster Father William Hooper had lent to his own firm, Ladd & Co, and for the other Creditors had formed a plan for the Government to receive all the properties of Ladd & Co, and assume all their debts, providing for them by Bonds payable at the end of ten years at par, but without interest. This plan was made known to Mr. Hooper & to M. de Fiennes, but it could not take effect without the concurrence of Messrs Ladd & Co. creditors. It will be seen by Messrs Ladd & Co. letter to me of the 14th May 1845, inquiring if any Government officer had made any overtures of arrangement with them, that they sought to take an ungenerous advantage

of what Mr. Mylne, in the exercise of private benevolence had attempted to do, the only intelligible object of that letter being to elicit an Emission on the part of the Government, that they were indebted to Messrs Ladd & Co. . . . Mr. Mylne however even at that late, too, in view of what is called the Belgian Contract very different from that of considering it as giving any grounds for pecuniary claims on the part of Ladd & Co against the Government, will be seen from his remarks thereon made about that very time, in consequence of Mr. Ladd's having called his attention to that subject.

36. On the 21st of November 1836, the Cabinet unanimously sanctioned the adoption of certain proposals of compromise suggested by Mr. Williams to me which were to the following effect, viz:

All the properties formerly belonging to Ladd & Co, as specified in the Belgian Contract to be transferred to the Government.

The Government then to assume the payment of Ladd & Co's debts, to an amount not exceeding $170.000, by issuing bonds for 60 per cent of that amount, that is for $102.000 payable at ten years from date, and in the meanwhile to bear 4 per Cent interest per

annum. This was however upon the supposition that Ladd & Co had some property of commensurate value to transfer to Government.

It was been understood that this array would fall through because the creditors would not accept it.

37. The Arbitration recommenced on the 23rd of November, and a most inquisitorial investigation thereafter ensued, into the Ministerial character and doings of Mr Judd, while witnesses deeply interested with Ladd & Co were examined without their interest being made to appear, either by cross examination or otherwise.

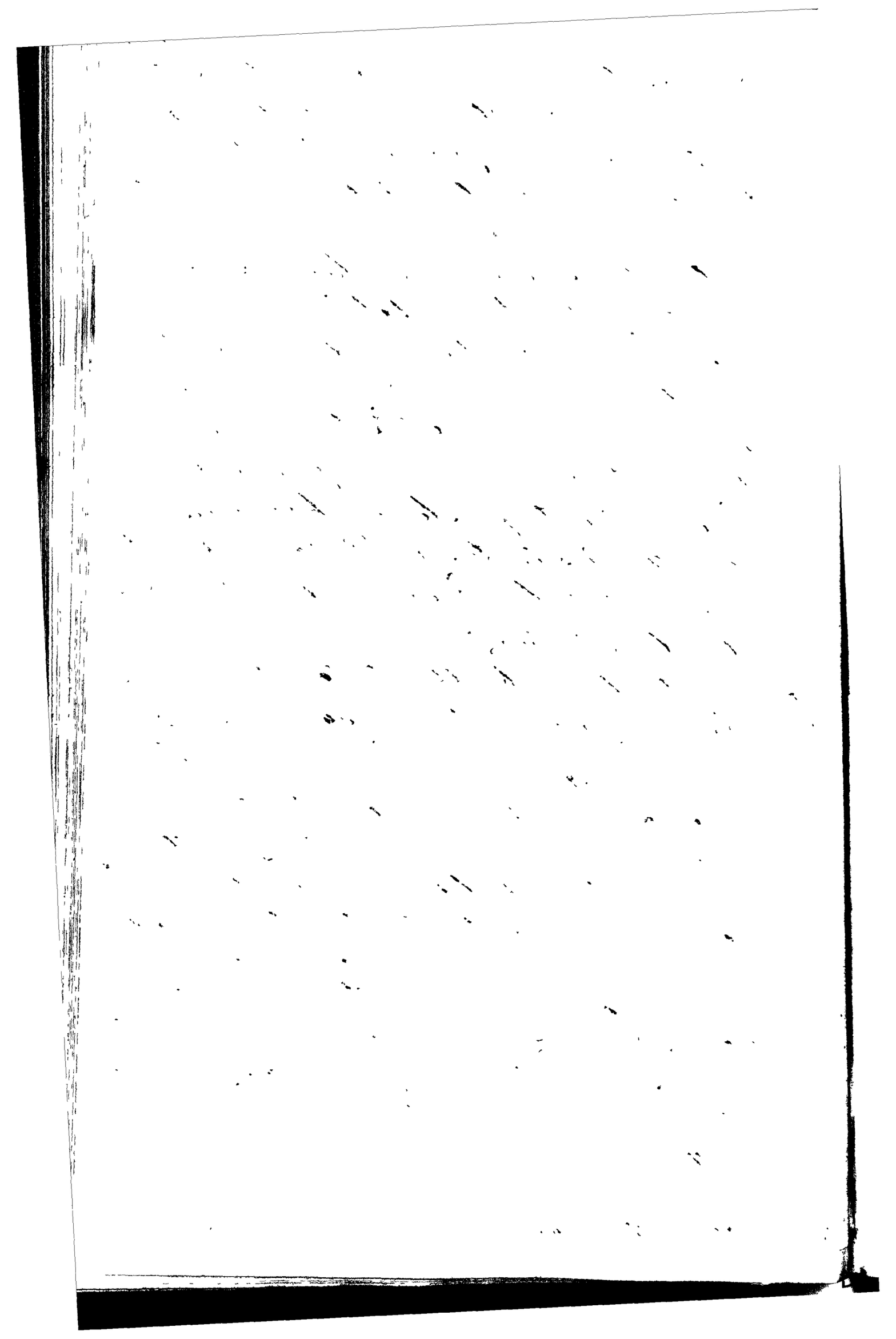
38. On the Evening of the 12 ~~September~~ December, Anthony Dew Eyck Esquire, Commissioner of the United States, declared before the Arbitrators and a full room, that the Government had stripped Ladd & Co of all their properties.

39. On the 15th December 1846, at ½ past 1 P.M. Mr Wyllie received a summons from the Arbitrators, dated that day, requiring him, as Minister of Foreign Relations to attend that evening at 7 P.M. with all documents or papers of any kind in the Archives of his Department, to give testimony in the case of Ladd & Co versus the King and Government of the Hawaiian

Islands, the King being defendant in the case, and all the relevant documents in the Foreign Office being His Majesty's documents, Mr. Ryllie at 4 P.M. on that day, applied to His Majesty for permission to obey the summons, which the King granted without hesitation, from his wish that the whole truth should be elicited. On the same evening, Mr Ryllie attended the pleasure of the Arbitrators, with the documents required, but after a few unimportant questions, it was arranged that the Arbitrators would call upon him next day at the Foreign Office to inspect the documents.

40. On the 16th, the Arbitrators came to the Foreign Office attended by Mr. P.A. Brunsmade & Mr. Ten Eyck, on seeing which accompaniments, I went into the Foreign Office. Mr. Ten Eyck voluntarily withdrew from motives of delicacy, he being Commissioner of the United States, but Mr. Ryllie read in the presence of the others the paragraphs of all letters, &c, relating to the Belgian Land Company, or to Mr. Brunsmade, handing the letters to the Arbitrators, that they might convince themselves he omitted nothing.

I then brought up from Mr. Richards' office the whole letters which the King



Commissioners had received from Mr. Judd during his stay in Europe, and handed them over to reserve to the Arbitrators that they might peruse them leisurely at home, and make what extracts Mr. Bruneau might require.

Mr. Wylie further with permission of the King offered to produce those articles of the political principles adopted by His Majesty's Ministers, on the 20th June 1845, that had especial reference to the Belgian Contract, but Mr. Bruneau objected to have them read.

The Arbitrators requested Mr. Wylie to have the extracts which he had read, copied out for their use, in his office, which was done.

On the 19th December the Arbitrators attended at Mr. Wylie's office, and after comparing the extracts with the Originals, authenticated the former by affixing their initials.

Mr. Wylie has since attended with the aforesaid extracts and other papers to give testimony in terms of the summons aforesaid from the Arbitrators, but he has had no opportunity of delivering either his extracts, or other testimony.

It appears only fair & equitable that the Arbitrators, after having had free access to the King's papers, & His Majesty's

Defendants in the case) should insist upon having the same access to the papers in ~~if~~ Ladd & Co, and of Mr. Brunnade the Plaintiffs.

44. On the 24th of December 1846. Jules Dudoit Esquire offered himself as Mediator, with the view of terminating amicably this singular suit, and his mediation was gladly and promptly accepted by me, subject to His Majesty's approval of what principles and terms of compromise might be offered.

45 My decided opinion is that instead of having any legitimate grounds of action, Messrs Ladd & Co ought to feel grateful to the King and His Government for about $18.251, principal & interest up to the 1st Inst, of money supplied to the Syrin here, subsequent to the 24th November 1841, the date of the first contract, for about $2.866 for principal & interest up to the same date, of money lent to Mr Brunnade in Europe, and for about $1916 with interest to ditto, still due on the aforesaid judgment of 30th Oct. 1844, and for influence used in their favor both here and in Europe, until after their attempts, through Mr Brunnade, had proved hopelessly abortive.

46. In my opinion there is not only absurdity, but the most flagitious ingratitude in Ladd & Co. suit against the King for $378.000, as stated in Article No. 33, and though out of courtesy to the highly respectable Gentleman, who used the word the Government had stripped Ladd & Co of all their properties, they are not pronounced to be false, the Arbitrators should be appealed to, upon the principles of equity and fairness stated in Article No. 43, either to prove or deprive the charges by examining the books of Ladd & Co., and ~~determining~~ determining the date when and the manner how messrs Ladd & Co became stripped of all their properties.

47. It has an important bearing upon the moral character of the claim set up by Ladd & Co to know that they never gave any pecuniary or other consideration whatever for the contracts, which without any fault of the Government have become abortive in their hands.

48. We thanked of the King's Government

are due to Anthony Van Dyke Esqre, Commissioner of the United States, for his assistance to Ladd & Co, as the utter hopelessness of their claims could have been in no otherwise so satisfactorily shown, as by the breaking down of their case, though conducted zealously on their behalf by a Lawyer of his acknowledged talent.

(Signed) John Ricord.)
Atty General.

Submitted and delayed upon in Privy Council 6th Jan. 1847 between 7 oclock & 9 h o'clock. P. M.—

1. Hoohoiai, Ua hanauna ia
Ke Lii a me ke Aupuni a ua
hoakeaia hoi e Lada ma, i ka
lakou palapala Hoole (Caveat) o
ka la 24 o Aperila 1845, i ka lakou
palapala Hoole o ka 7 o Mei 1845 i
ka W. Hooper Hoole o ka la 9 o

King's Council at the Palace 7th Jan.
– at 3 P.M. –

Present – The King
Premier – Paki
Kekauonohi – Kaoo
Judd – Richards
Wyllie – Lahaina
Native Clerk Isaac.

To resolve in regard to the present state of the suit with Ladd & Co, & the proposals of the Consul of France as Mediator.

After having taken into consideration the state of the suit against His Majesty by Ladd & Co., as shown by Mr. Ricord, and especially the charges made by them, at different periods against the Government, and those recently made in the Court of Arbitration by Mr. Dewey the following Resolutions were discussed & passed seriatim.

1. Resolved, that by Messrs Ladd & Co's Protest or Caveat of the 24 April 1845, by their Protest of the 7th May 1845, by Mr. Coopers Protest of 9th Augt. 1845, Messrs Ladd & Co's Advertisement of the 29th August 1845, and by Mr. Brinsmade's Protests of the 30th April, and

Augate. 1845, i ka lakou palapala hoolaha, ka la 29 o Augate 1845, a me ka Hoole a W. Brinsmade o ka la 30 o Apelila a me ka 5 o Mei 1846.—

2.—Aia ka olelo e hookoloia, no na mea i lohea i keia wa, he ano hookaka wale ka hoopii a Lada ma e koi mai ana i $378.000, he ano lokomaʻi nui, a na koua mai me ka hilahila ole, nolaila e pono ka iho o lakou.

3. Hookoloia, no ka mea, o Anthony Den Cyke Cgmoe, ke Kanikuna o Amerika Hui puia, ma ke ano Loio no Lada ma i ka po o ka la hoomalolo Dekemaba 12, i hala aku nei, inuna o ka poe i kohoia e hookolokolo, inuna hoi o keia hoaloko no ka aoao o J. B. De Fiennes Cgmoe, a me ka lehulehu o ka poe o lohe ana, olelo maopopo mai la me ke kumu ole, me he mea la na naonao ~~xxx ka xxxxx~~ ~~xxx Bxxxxxxxxx~~, pono, i keia olelo, penei na kaiki wale ke Aupuni i ka waiwai a pau o Lada ma, a ma ka olelo ana i ka olelo hookaawale i ke Li a me kona

5th May 1846, the King and His Government have been maligned and injured.

2. Resolved that so far as at present known, or as appears by evidence, the claims of Messrs Ladd & Co, upon the King for $3[illegible],000, are a flagrant attempt at extortion made under circumstances of very great ingratitude, and urged upon the King with an effrontery, deserving of condign treatment.

3. Resolved that whereas Linthon, Esqr Clerk Esqre, Commissioner of the United States, acting as Counsel for Messrs Ladd & Co, on the evening of Saturday the 12th of December last, before the Arbitrators, & in presence of his brother Counsel for the same parties, J. B. de Fremes Esqre, & of numerous listeners, did coolly, deliberately, and without provocation, utter the following words, "the Government have stript Ladd & Co of all their properties", thereby fastening a deep stain upon the King and His Government, it is not

Aupuni, nolaila, aole Kuponoika
noa maikai o ka Moi, a me ka
mahalo ia mai o Kona Aupuni, ka
hoolohe iki ia ka manao e
hoopau ai i keia hihia, (na
makemake nae ka Moi e pau
ia) aha e hoolohe i kela
manao a hoopaio Mr. Jen Lyek
i kana olelo wale, maka hoike
ana mai i na Buke kakau
waiwai o Lada ma, a i ole
ia, e hualele ana i na mau
huaolelo ino la, ma ke ahea,
e like me ka olelo ana i na
mau hua la ma ke ahea.

4. Hoohalora.

No ka mea ma ka la 15 o
Dekemaba hooua mai la na
mea i kohoia i palapala Kii
ia Mr. Wyllie ke Kuhina no ko
na ana e, e hele mai imua
o lana ma ka aoao o Lada
ma, na mea i hoopii e
kewaii Ke Lii, a e hoike mai
ua i na palapala a pau loa
o Kona Keena, no ka hana
ma Belejuma, a no ka mea,
ua de ka Moi a hele na Kuhina
la imua o lana, hoike aku la oia

consistent with the Honor of His Majesty, and the respect due to His Government, that even the principle of a compromise, however much desired by His Majesty, be entertained, until after Mr. Gen Cyrk have had a fair opportunity either to prove the charge, by Messrs Ladd & Co's Books, or to withdraw the offensive words in the same public manner in which they were made.

4. Resolved, that whereas the Arbitrators, on behalf of Messrs Ladd & Co, Plaintiffs, and against the King Defendant, on the 15th of December last, did summon the Kings Minister of Foreign Relations to produce before them all documents or papers of any kind in the Archives of his Department, relating to the Belgian Contract, and whereas the said Minister, with His Majesty's permission did appear, produce and make extracts from such documents and papers relating to the Contract aforesaid, and whereas the Kings Attorney General did in like

i na olelo la, a nuhu ihola
ma kope o na mau palapala la
no ka hana Belejuma; a no ka
mea, na hoike mai ke Kokua
luna Kanawai o Ke Lii, e like me
ia, a haawi ~~a~~ i na mea i
kohoia, na palapala a pau,
a me na kanoha a pau i
palapala ia i na Luna o ka
Aoi ma Europe; a no ka mea
na lilo i na mea nana ka hoopii
ka pono o ka Ke Lii palapala
a pau, nolaila, he mea pololei,
a me ka pono a me ka pae=
=waewa ole, a he mea pono hoi
i na mea i kohoia, mamua
o ko lana hoohole ana i Keia
hoopii, e hana no ke Lii, i
mea e pale aku ai; e like me
ka lakou hana ana no Lada ma,
ma ke kii ana aku i na
palapala a pau a Lada ma,
a me ka Mr. Brunade no
na hana Belejuma la, a e
loaa no hoi a e nuhi mai
no hoi, a me na Buke Kakau
waiwai hoi o lakou, e akaka
ai ka oiaio a me ka oiaio ole o
kela olelo a Mr. Pen Eyck, na kaikiwale
ke ampuni i ka waiwai a pau o Lada ma.

manner produce, and deliver to the Arbitrators the whole unmutilated letters, instructions &c. from the Kings Government & Ors Ministers Commissioners in Europe, and whereas the Plaintiffs have thus had the benefit, for the prosecution of their suit, of all the Kings papers thereto relating; it is not only fair, equitable and just, but it is the imperative duty of the Arbitrators, previous to rendering a judgment on the merits of the points at issue, to place the King in the same position, for his defence, that they have already placed Messrs. Ladd & Co in, for their prosecution, by, in like manner, demanding and obtaining access to and making extracts from all the documents and papers of Messrs Ladd & Co. and of Mr. Brunsmade, relating to the Belgian Contract aforesaid and especially the books of accounts of that Firm; so as to prove or disprove the charge made by the United States Commissioner Mr. Jas Eyck, that the Government have stript Ladd & Co of all their properties.

5. Hoohoiola i ua pona ka uwa o ke Lii a me ka kanaloko, ma ua mau mea la, alaila hiki i ka Moi a me ka poe Kukakuka ma ke ano olinolu a me ke Kuikahi, e lawe mai a e nonoo i ka manao a ke Kanikele a Farani i haawi mai i ke Kokualuakaawai o ke Lii, no ka mea na mahalo nui ke Lii a me ka poe kukakuka i ka manao kokua o ke Kanikele Farani a na makemake hoi e kana pu me ia i mea e olinolu ai na mea i aie aku ai o Lada ma.

6 Hoohoiola — E hoihi aku ke Kokualua kaawai i kope ma kana olelo, o keia mau olelo i hoohoiola e makau, a me kana palapala hoike ana mua o ke Lii a me ka poe kukakuka ka oiaio o keia hoopii ana e, ea Mr Dudoit ka mea uwao, a pia mea i Kohoia, a e hoopanee i na kana a pau a kakou a lohe ia ka lakou palapala. —

5 Resolved, that after the King's honor and rights in the respects mentioned have been fully vindicated, the King and Council duly appreciating the friendly motives of the Consul of France, and desirous of co-operating to the relief of Messrs Ladd & Co's Creditors, will be in a condition to receive & consider in a spirit of peace and conciliation, the proposals which the Consul of France has made to the King's Attorney General.

6. Resolved, that a copy of these Resolutions and of the statement of the plain facts in this remarkable suit, submitted to the King in Council, by the Attorney General, be passed by him, officially, to Mr Dudoit, as Mediator, and to the Arbitrators, and that all further proceedings on this subject be adjourned, until after a reply from them have been received.

The King said before he gave his approval, he wished to have some time to consider the matter, & commanded the Council to meet tomorrow, at 7 P.M. —

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Hale Alii

8, Ianuari 1847.

Halawai Kukakuka Maluu

Poe i hiki mai,

Ka Moi

A. Paki — A. Keliiahonui

Ioane Ii — I. Kaeo

L. P. Judd -

Palapala noi a J. P. Parker.

Nehehelia ka palapala noi a Ke Kuhina Kalai aina i haawi mai, (na mai ia) he palapala na John P. Parker.

Olelo ka Moi, aole oia i ike i ka mokuna o ka aina a Paka i olelo mai ai; he olelo wale no.

Hoohoiia, e hiki ia Paka na Eka elua e like me ka pono o ka hana ana, a e uku mai oia i 5 dala o ka Eka.

Hoohoiia, alia e hana i na olelo e ae, a maopopo ka mokuna, a me ke ana ana o ka aina, ua pohihihi i kena manawa.

No ka Hoolimalima a John Neddes.

Hai mai ka Punaiu i ka hoole o Kuemu i ka olelo Hoolimalima no ka ia, a no ke kai i alaila olelo mai na Lii a hoohoi, e waiho malie ka hoolimalima aole ma ke hooko.

8th January (Friday) –

Adjourned Privy Council assembled at 7 to commence business at 8 P.M.

Present

The King

Paki – Kekiohonui

Kaeo – Judd

Richard – Wyllie.

Mr. Dudoit Consul of France Mediator.

Mr. Jarrell – Consul of the U. States.

Meeting by the King's order to reconsider Resolutions passed on the 7th. on the subject of Mr. Dudoits Projects.

The King came in at 10 mo past 8, & requested Mr. Dudoit and Mr. Jarrill to speak with him in the adjoining room, taking out Mr. Judd to interpret for him.

In a few minits they returned His Majesty took his seat at the Council Board, & the business commenced.

His Majesty made the following remarks to his Council:

I hope you have well considered the Resolutions passed

188

Hale Alii
15, Januari 1847.

Nalawai Kukakuka malu.

A pau ka olelo ana no ka pa=
lapala a Mr Jen Eyck, a hele o Mr.
Ricord i me Kyllee.

Hoohololoia e hoopau i ka olelo a
George Pelly a me George T. Allan
e uku ai i $1598.83 no ke Dute o ka
Rania a me ka waina, e like me
ka olelo mua ana a ka Moi a me
ke Kuhina Nui.

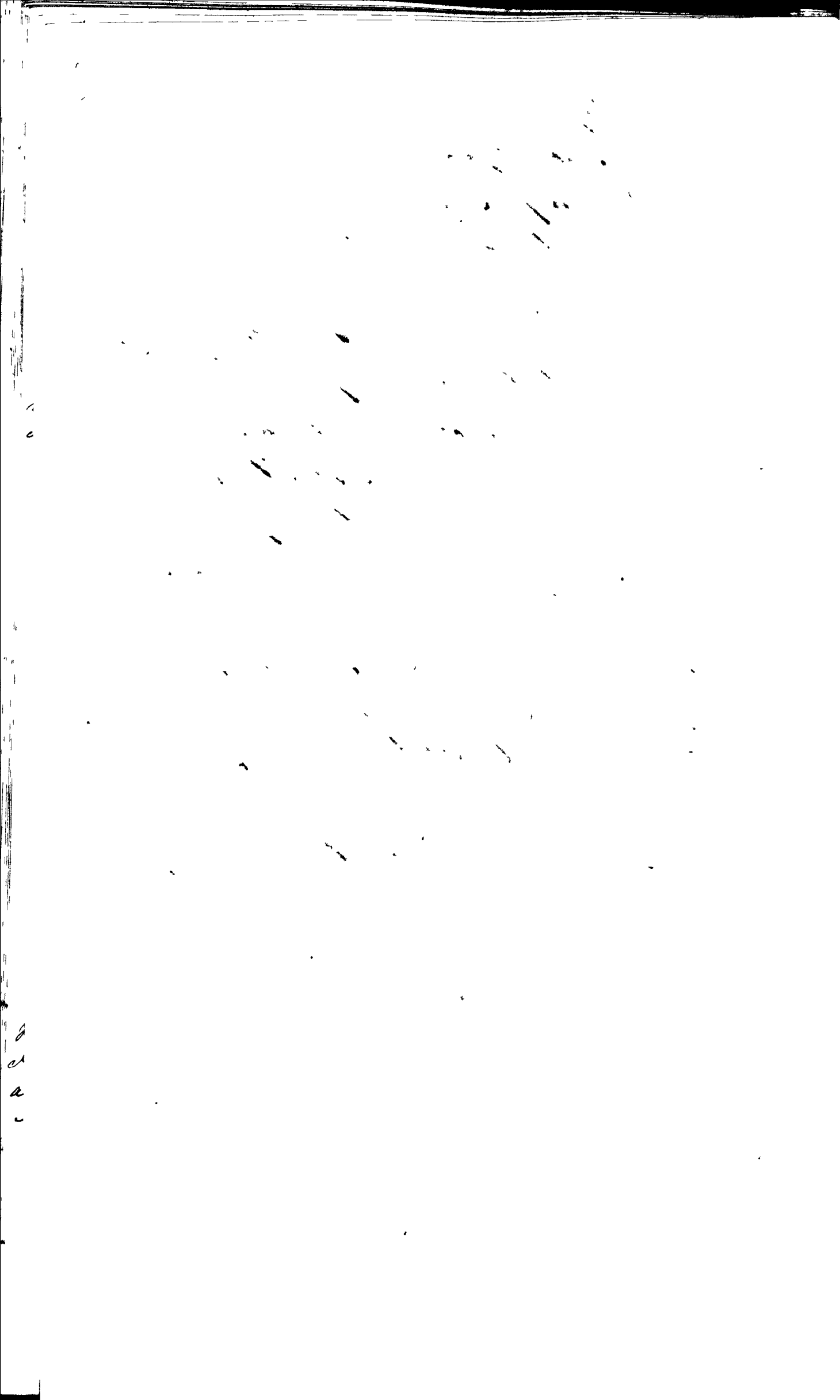
Hoohololoia e ae aku i ke
kuai aku ia Charles Hall i na Eka e
like me kona noi ana mai he 75
keneta o ka Eka, aka, e ana ka ela
aina a akaka pono, alaila hana i
ka palapala Kodio

Hoohololoia no ka hoopii a
Mr Hall Limaawaiwai o na Misio=
nari Aia wale no ia Keoni Ana
laua o G P Judd ka hoopono=
pono ia aina a maikai.

yesterday, especially the words used by Mr. Van Buren to my discredit and that of my Government. I have deferred to sanction those resolutions, in the hope of being able to find some way of receiving favorably the proposals of Mr. Dudoit. Those proposals of the Consul of Spain are highly welcome to me. They are consistent with the peaceful course that he pursues on all occasions, and with my own desire; but I cannot see, how if I listen to them, after the serious charge made upon my Government by the Commissioners of the United States, my good name will not be injured.

I am therefore in a great difficulty, and I this morning called for Mr. Dudoit and Mr. Turnbull to be present, that they may know what the difficulty is, and if they think proper assist in removing it.

But I wish again to ascertain your opinion. You all know how anxious I am to make peace, and to do good to the Creditors of Ladd & Co. I wish each of you to answer in the presence of the Consuls, one question.



(x) The King made these remarks, G. M. Judd took them down in Native, and interpreted them in English.

His Majesty put the following question -

If you had a private suit with a man, and you were publicly accused of having taken from that man all his property, and if it were proposed to settle the matter between you & that man amicably in a private way, & if you knew yourself to be innocent, would you consent until the accusation had been withdrawn, or been regularly proved.

Mr. Wyllie did not quite understand the question, as interpreted by Mr. Judd, and it was repeated in the above form.

The following Councillors gave their opinion, each individually, that in his case he would not consent to compromise a private question until such a stain upon his character were wiped off.

John Ii
Paki
Kaio
Keliiohonui.

It was stated that the Rector though unable to attend from sickness was of the same opinion, & so were other Privy Councillors, who were unavoidably absent.

Mr. Judd said that though in his private capacity, he was not disposed to pay much attention to calumny, yet were he in the place of the King, in the existing circumstances, he would not feel justified in letting, without the words being proved or withdrawn.

Mr. Wyllie, on having the question put to him, made the following remarks:

He had always found & believed Mr. Ten Eyck to be friendly to the King and Government. Therefore he the more regretted that those unadvised words had been publicly spoken, as they appeared to be the only bar to the Reception of Mr. Dudoit's proposals as Mediator, which had been so earnestly recommended by Mr. Ricord, & to which the King and all his Councillors had expressed themselves so favorably inclined.

Under these circumstances he felt assured Mr Ten Eyck would without hesitation explain or withdraw the words.

Returning to the question, Mr. Wyllie said

had such words come from an ordinary man, he, in his own case, would have treated them with contempt, but coming as they did from a Representative of a great & friendly nation, and a Lawyer, their tendency was to throw much odium upon the King's Government, & create much sympathy for La Ruë & Co, & certainly in his (Mr. Wyllie's case) as an essential preliminary to any overtures of settlement, he would insist upon having the words or withdrawn.

Mr. Record made the following remarks.

"His Majesty and all the Councillors would bear him witness how strongly he had recommended the overtures of compromise through Mr. Dudoit to be favorably received. He was therefore disappointed that the words of Mr. Rew Cyck which he had been led to quote in his statement of plain facts to the King should have been taken up in so offensive a light by His Majesty & His Councillors.

Yet in saying that he was disappointed he by no means wished it to be understood, that he dissented from the view taken of the words. On the contrary he had not concealed his opinion of

then in his statement read to His Majesty. Mr. Record concluded, expressing his full concurrence of the view given by Mr. Wylie of Mr. Lewis Cyrs willingness to withdraw the words, and added that were the case a private one of his own, he certainly would not listen to any arrangement without a public retraxit.

His Majesty, having heard the opinions of all, said he sanctioned the Resolutions as passed last council, and much regretted that he did not feel justified in thinking differently from his Council, & that it would be for the Councils present to judge in their own minds, whether he acted upon slight grounds or not.

Mr. Wylie was ordered by the King to read all the minutes, that Mr. Andrew & Mr. Turrill might fully understand the course of proceedings that had ended in the adoption of the Resolutions now sanctioned by His Majesty.

Mr. Wylie read the minutes of the Cabinet Council of the 4th inst. - of the Privy Council of the same, with ~~the~~

two resolutions — of adjourned Privy Council of the 6th, with Mr. Records' statements of plain facts to the King and one resolution, & of the adjourned Privy Council of the 7th - with six Resolutions, making only what remarks were necessary to a right understanding of the whole in connection.

The King then concluded by observing that the Consuls present would see at least that He and his Council had not been precipitate, & that the Consuls would now fully understand why upon a nice point of honor in regard to him as King he had requested their presence.

It was not his wish to compromise them by asking any opinion from them, but he would express his hope that they would, if necessary, cooperate to remove the bar that prevented him from receiving Mr. Dudoits' proposals, and entering upon the immediate Consideration of the best means to relieve the creditors of Messrs Ladd & Co.

Mr. Dudoit stood up and

assured the King, when solicited by Mr Wood to undertake to be Mediator, he was in complete ignorance that any words had been used offensive to the King's person or government. He had every reason to believe that Mr Van Eyck was friendly to the Government, and he felt certain that the public man he would not allow any words uttered by him, perhaps inadvisedly, or under a misapprehension to stand in the way of a work of peace, & to prejudice his clients. He wished to be allowed to speak to Mr. Van Eyck upon the subject.

In concluding the King ordered Mr Wyllie to pass a copy of Mr Ricord's statement, & of the six Resolutions passed thereon, to Mr Dudoit as Consul of France & Mr Turrill as Consul of the United States.

Mr Wyllie remarked that by the 6th Resolution passed yesterday, it was already provided that Mr Ricord should pass copies to Mr Dudoit as Mediator & to the Arbitrators.*

The King replied but I further wish that you pass a Copy of the same to Mr Turrill.

The King then dismissed the Council at ½ past 10, to reassemble on the receipt of an answer from Mr Dudoit & the Arbitrators.

P.T.O.

N. B Mr Burrill Consul of the United States listened with marked attention to all the proceedings, but offered no remarks whatever.

1847.

Privy Council, 15th Jan'y at 10 A.M.

Present

The King

Premier — Kekiohonui
John Ii — Kaeo
Paki — Ricord
Judd — Wyllie
Kekauonohi — Keohokalole

Mr. Ten Eycks' letter to Mr. Wyllie of the 13th Jan: in explanation of the language he had used the 12th: in Council before the Arbitrators.

Mr. Wyllie requested Mr. Judd to interpret to the King Mr. Ten Eycks' letter of the 13th.

After it had been read the King observed to Mr. Ricord, "You have "this matter in hand, & have urged "that Mr. Dudoits proposals be received. "You know I respect the French Council "& desire peace. I wish first to hear "your opinion. Is Mr. Ten Eycks letter "sufficient to enable me to hear the "proposals for compromise through Mr. "Dudoit, without sacrifice to my honor."

Mr. Ricord requested that the letter should be again read which was done.

Mr. Ricord then observed that while he was desirous that the letter should be considered sufficient, yet he had many faults to find with it.

First the charge of misinterpretation

reflected upon Dr. Judd who was the interpreter.

2nd. The words used in Court bore a much stronger interpretation than Mr. Van Eyck allowed to them in his letter.

In his opn. in the Government in some way either officially or unofficially, should make known to Mr. Van Eyck, their views upon these points.

3rd Mr. Van Eyck, in his view, even of the Courts, was not justified, under Hawaiian law or usage nowhere, in writing officially of the proceedings of the Court as he did in his letter.

4th That Mr Van Eyck, while pretending to clear himself from making a charge against the Government, does so merely as to one form, but in reality reiterates the charge upon the King in another form, that is through his Courts.

Yet that he thought it would be magnanimous in the King to overlook all those objections, & receive Mr. Dudoit's proposals.

That in his opinion the Minister of Foreign Relations should be instructed to make known to Mr. Van Eyck, that though the King affects to believe that his letter is satisfactory, yet that it really

neither deceives him nor his Council.

Mr. Reed added he was prepared both from the evidence and Law Books to prove that Mr. Den Eyck was altogether wrong as a Lawyer, in asserting that the charges against the Court was sustained in the testimony - & that he had many other expressions of Mr. Den Eyck used from time to time, to complain of, but which he omitted from courtesy.

The King observed I know them all, from reports regularly made to me by those who attend the Arbitration.

John Ii & Paki both said the explanation is only a very partial withdrawal of the words.

John Ii added, I have always looked upon Mr. Den Eyck as a friend of the Government, but that those public attacks upon the Government are hostile. Yet that he wishes to consider him as still friendly, notwithstanding the words.

Paki observed the letter is a cunning one, to make us believe he has not said what he really did say, or meant what he did mean.

Kekuhonui thought the letter would not do. It was not sufficient in his mind.

John A further said it was insulting to the King, and not an apology to say that the King does not know the acts of his Ministers, which he does know and is bound to know. He said, I was a Member of the Treasury Board at that time, & am responsible for what was done with Ladd & Co's property - and I myself informed the King of all, as I always do Mr. Ladd does the same.

It was remarked, the greatest proof of Mr. Sen Eyckes ignorance of the King's knowledge is that the King knew regularly every disrespectful expression or word used against the Government before the Arbitrators, in less than 24 hours afterwards.

Paki remarked he never expected that we would be in trouble with the new American Commissioner, as we had been with the old.

Mr. Mylie strongly urged that the letter should be received as sufficient & no publicity given to it - adding arguments to prove that by doing so the King would pursue a magnanimous course, and would

lose nothing, because if Mr. Dudoit and Mr. Ricois failed in making peace the result would be that the suit would go on, & under auspices all the more favorable that he had now acted with magnanimity and generosity.

Mr. Judd, with Mr. Van Eyck's letter in his hand, first in English, & then in Native, went over the whole letter, making upon it the following remarks as he went along:

That he had not in writing the words to the King as stated by Mr. Van Eyck, that Mr. Van Eyck ought not to have made the charge, even against the Courts, because he (Mr. Judd) had taken great pains privately to show to him how they were perfectly regular - that in no similar case had the proceedings been so regular, & that the arbitration ought to go on, until Mr. Van Eyck either prove or withdraw even this charge - that he had never stated to Mr. Wood that it was the plan of the Government to strip Ladd & Co of their property - that he could not have done so, because in his conscience he knew he had always been their friend. There were then various blanks

for the relief of Ladd Co's creditors, first there was Mr. Wyllie's - then there was Mr. de Fremes' - and lastly Mr. Records', that they should give up all their property to pay their creditors, and to throw themselves upon the kindness of the Government - that what he told Dr. Wo was with reference to those different persons - that he Mr. Ladd preferred last, and was anxious to secure employment for Messrs Ladd Co, so that they might not suffer after surrendering all their property - that was the substance of the conversation, perhaps not the precise words for who could swear to exact words, in a private conversation so long ago - that the demands of Ladd Co are an outrageous attempt at extortion, unworthy for a moment of being supported by the Commissioner of the United States, and that if the arbitration would only go on, it would be so proved to the whole world; that it was undiplomatic & highly improper that Mr. Van Eyck should imply that the King was a Zero, & knew nothing of what his Ministers did - that by such an insinuation he threw contempt

upon the King, and impaired his authority — that he had always hoped that that absurd charge would be left to the Comm' General of Great Britain, and that Mr. Ingersoll as Commissioner of the U. States, a Lawyer would pursue a bold, manly, independent & more constitutional course. That it appeared he was submissively allowing himself to be led in the footsteps of the Consul General, & that he much regretted it.

Mr. Record, in reply to Mr. Judd. said that he looked upon Mr. Ingersoll's charge against the proceedings in the Court, as a mere excuse for himself to avoid a full and honorable settlement — that he pledged his word as a Lawyer, that he would fully vindicate the regularity and legality of the whole proceedings, as not only regular but technically nice & correct even to the punctilio exposed — that therefore this charge fell very lightly upon the King & should not be a bar to Mr. Judd's proposals.

Mr. Judd said, upon that pledge of Mr. Record, as the King's Attorney General he would consent that the compromise should be attempted, but that otherwise he would have insisted that the Arbitration

Hoohololá

1. No Komakou noonoo ana i ka

should go ~~to~~ till Mr Eyck had had a full opportunity of making good his charge against the Court & doing all for his clients that he could.

Mr Record further explained that the effecting of the compromise would necessarily involve a withdrawal of the suit, & all the charges made against the King Government - a provision for all the expenses reluctantly incurred, and relief to the Creditors of Ladd & Co.

That of course in hearing the proposals of Mr Dudoit, the King did not bind himself to accept them, further than what might be consistent with his honor, the good of his Kingdom, & of the creditors of Ladd & Co.

That Mr Wyllie should be instructed to show to Mr Van Eyck & his colleagues that his letter did not deceive the King in Council, but that the King, in the circumstances, chose to admit it as satisfactory; so long as a chance of amicable settlement existed.

The following Resolutions were then submitted, amended and discussed.

1. Resolved that having considered Mr

palapala a Mr. Den Eyck i kakauia iechunick i kelala aku, a no ko makou loke nui a i ka manao o ke Kokuauiakanawai, Nolaila e ae ia, nai hiki ka palapala a Mr. Den Eyck, a e pono ka Moi me ka aio ole o kona noa maikai e hoolohe i ka manao o ke Kanikele Parani i' haawi mai ai i ke Kokuahuakanawai, me ka manao e hoponopono olwolu i ka hoopii a Wm Ladd. V.a. Bunsmade a me Kopper, o Kokuaia e Mr. Den Eyck me ke kue i ka Moi.

2.- Hoholoia. E lawe mai ke Kokua Kuakanawai i ia palapala la a ke Kanikele o Parani, i ma o ka Moi a me ka poe kukakuka malu, i ka la 16 hora 7 o ka po.

3. Hoholoaa, no ka palapala a Mr. Den Eyck ia Mr. Wyllie, a me ka olelo a kau maloko, aole pono i keia wa ke lilo ia i kumu palapala oihana Aupuni, aka, e kauahaia o Mr. Wyllie, e hookaka oihana ole ia Mr. Den Eyck ka manao o ka Moi a me ka poe kukakuka Malu no ia mea.

4. Hoholoia e kauohaia Mr. Wyllie e hookaka oihana aku ia Mr. Den Eyck ka loaa ana mai ia ia

Jew Eyck's letter of day before yesterday,
and the opinion of the Attorney
General thereon, be received as sufficient
to enable the King, without a sacrifice
of his honour, to accept the proposals
of the Consul of France to the Attorney
General, with the view of effecting an
amicable settlement of the suit raised
by William Ladd, Peter v. Bruinsdel,
and William Harper, and advocated
by Mr. Jew Eyck against His Majesty.

2. Resolved that the Attorney General
bring these proposals of the
Consul of France before the
King in Council, on the 16th, at
7 o'clock P.M.

3. Resolved that in present circumstances
Mr. Jew Eyck's letter of yesterday, to
Mr. Wylie, and the assertions it
contains, cannot properly be made
the subject of diplomatic discussion,
but that Mr. Wylie is hereby instructed
to communicate to Mr. Jew Eyck,
unofficially, the views of the King
in Council thereto relating.

4. Resolved that Mr. Wylie is instructed
to acknowledge officially the receipt of
Mr. Jew Eyck's aforesaid letter, and to pass
to him a copy of these Resolutions, with

e ke kope o kea mau oleto i
hoohololoia, a me ka manaolana
o ke Lii e kona kokua ana e
pau ai ka hoopii ana mai o Lada
ma, me ka olioli a me ka pono.

with an expression of the King's hope that Mr. Ten Eyck will exert his influence in bringing the suit of Ladd & Co. to a peaceful and just termination.

Mr. Wyllie drafted a letter of acknowledgment of Mr. Ten Eyck's letter, which was approved of, as not liable to be understood as attempting to make the question a diplomatic one, and he was further instructed in regard to the unofficial letter of explanations, which he wrote and read. The King said that he commanded Mr. Wyllie to write to Mr. Ten Eyck in an unofficial way, in his name, that he will not regard mere words as proving that he has towards his Government an intention contrary to the way in which he was recommended by the President of the U. S. that he has great regard for Mr. Ten Eyck, in consequence of that recommendation from the President, and great sympathy to him for the loss of his ~~wife~~ wife whose excellent character and many virtues he had heard much praised.

If he deems it proper while to act as Counsel for Ladd & Co. he hopes

he will recollect that he is King, and that they have brought the suit for my injury.

That he had consented that they should sue him to prove the justice of the claims they pretended to have against him, & that because he had so consented, he does not see why doubtful words should be used reflecting upon his honor, or the honor of his Government.

He trusts the President of the United States will continue to treat him as a Sovereign, because the President has acknowledged him as such, & styled him, his "great and good Friend".

Thinks that Mr. Van Eyck is a man of education, & can easily adapt his language, & find words not of doubtful meaning, but such as will become the dignity of the U. States, and his own. (the King.)

Mr Mylne suggested that it might be best better for His Majesty to state in writing what he had just uttered, that he might be sure of his very words.

His Majesty consented to do so.

Mr. Record on behalf of Mr. Dudoit stated that he denied having said to Mr. Ten Eyck, that he had heard the words interpreted, to mean, to steal and to rob.

In explanation of the meaning of the word to strip, Mr. Wyatt explained to the Council the meanings given in Walker's Dictionary, as follows - "to "make naked, to deprive of covering; "to deprive, to divest; to rob, to plunder, "to pillage; to peel, to decorticate; "to deprive of all; to take off covering; "to cast off; to separate from something "adherent or connected".

Mr. Millie called the attention of the Council to the words expressed by the King, & that after His Majesty had expressed such sentiments towards Mr. Ten Eyck, all ought to concur in the propriety of dealing liberally with his explanations, & in favorably receiving Mr. Dudoit's overtures of peace. The resolutions were noted in the affirmative.

The Council adjourned at 1 P. M. till tomorrow at 4 P. M. —

Priy Council, at 7 P.M. of Monday
18th Jany.

Present
The King

Rhees — Kaeo
Kekuiohonui — Judd
Richards — Wyllie
Paki — Lohu Ii
Ricord ———

Resolutions to be taken on Mr Judd's proposals on behalf of Ladd &C.—

Mr Wyllie took occasion on behalf of Mr Jas. Ly. to state that he had called upon Mr Jas Cyke yesterday, & that he had had a visit from him this evening: that on both occasions he had assured Mr Wyllie in the most emphatic manner, that he entertained the utmost respect for His Majesty, & that it was under strong feelings of respect that he had used the expression in his letter of the 13th, that "it was the furthest from his thought "to charge the King with any knowledge "of or agency in those proceedings," his intention being thereby to mark how far he was from even supposing that the King was to blame for acts

of a Sheriff, of a kind not generally if ever made known to a King. That it never entered into his imagination by the words used to imply either that the King did not know what he ought to know, or that His Ministers did not make known to him what they ought to communicate. That he was not a man, who, in the execution of his public duty either acted upon the suggestions or followed the steps of any other man. That he was quite satisfied with the King's message, after Mr. Wylie had explained it, and was duly sensible of His Majesty's courteous expressions towards him.

Mr. Wylie added that he fully believed Mr. Sewell's sincerity, and was happy to find that nothing had yet occurred to controvert the opinion that he (Mr. Wylie) had always expressed, that Mr. Sewell was a high minded & honorable man, worthy of representing a great & friendly nation, & that in the end we would find them to be so.

This explanation was very favorably received.

Resolutions

Mr Ricord opened the business of the evening, recapitulating what he had said at last Council - giving the Council a view of the hopeless prospect of the suit for Ladd & Co, but recommending a Compromise for the sake of peace, &

expressing his views of the different modes of effecting it.

He showed the evil consequences that might result from a Charter, or from any participation in a Joint Stock Company of the kind.

The King and Chiefs having made their remarks, the following resolutions were proposed and translated into English, as expressing clearly what the Government will do in this matter.

All concurred in the opinion that under no circumstances whatever can the Government consent to do any thing for Ladd &c, either in form or substance that would admit that the Government owe them any thing whatever, but that they would be glad if the Creditors would deal liberally with them, & grant them an honorable discharge, and that the Government would, on being properly asked, grant to the Creditors every facility, in reason moderation, & within the scope of law, & the King's foreign Treaties, that could give effect to their efforts to pay themselves under any arrangement they may make with Ladd &c.

The Resolutions were separately proposed, discussed & unanimously voted.

1 Hoohoiia ka manao, O ka hoao ana o Iules Dudoit, ke Kanikele Farani e hoopau ma ke ano maikai i ka hihia waena o Laddma a me ke Aupuni Ka Moi, he hana maikai ia a Dudoit, a he mea hoi e hoohuoi ai i ke Aupuni.

2. Ke nui na mea e hiki olepi i ke Aupuni ke ae aku ia Ladd ma ke kuai na kakou mai i na waiwai a me na pomaikai, a me na mea e ae i olelaia, eia kekahi mea e hiki ole ai na olelo kakou, na hoolilo mua aku kakou, a na lilo loa i kekahi poe e ae, he poe mea waiwai ma Bruselo, i ka la 17 o Mei 1843, ka lilo ana ma ka palapala aole hoi e hiki ke hookuu i poe hui malua ora waiwai, eia hoi ka mea e hiki ole loa i ke ae, no ka mea na Kanoha maoli ke Aupuni e nana i kela poe hui ma Bruselo, i hoakakaia ma i ka ano maoli o ka Ladd ma i olelo mai ai.

3. Hoohoiia ka manao, na ke Kokuakumakaiwai e hoikeaku i Kia mau manao i na Keano maikai, a i ke Kanakele Farani

1. Resolved that the mediation of Jules Judon Esquire, Consul of France, with a view to settle, in an amicable way, all existing differences between Messrs Ladd & Co & the King's Government is highly honorable to him and agreeable to this Government.

2. Resolved that the Hawaiian Government cannot agree to receive from Messrs Ladd & Co, a transfer of the properties, privileges &c, for several cogent reasons, among which is this, that Ladd & Co, in the most solemn manner, have declared, they had alienated the same to a Company of Capitalists in Brussels, on the 17th of May 1843, nor by Charter to construct a joint stock Company thereon, the more especially after having taken effectual measures, by reference to the Parties abroad, to ascertain the exact truth of what Messrs Ladd & Co have so solemnly declared.

3 Resolved that the Attorney General is hereby instructed to communicate those resolutions in the most courteous manner to the Consul of France, and respectfully to invite him to make other proposals, upon the following clear principles.

a e nonoi ilwoku ai ia e hoike mai i kekahi mau olelo hau, e like me nei kekahi mau ano mai.

1. Ua Lada ma no o lakou pono e haawi aku i ko lakou poe i aei ai; a ma waiwai a pau e hiki ai ia lakou ke haawa, a me na olelo pu e akakai, a me na pomaikai a nolaila, e hookua loa aku lakou ia Laddma, aole loko e uku hou aku.
2. Na kapae e aiia e hoolilo ia lokahi io i poe hui ma ke kanawai, e mea e hoopuka i i ka waiwai noloko mai o na mea o Laddma e haawa mai ai, a na lakou e kana i ko lakou kanawai iho.
3. Aole waiwai ke Aupuni iloko o ia poe hui, e hoomaka na, e like me na kanawai e ae a na kanaka, mamuli nae o na kanawai a me na kaikoli a na na poe hui la e uku mai i ke Aupuni i ko Laddma ai, e like me ka olelo ae like ia ana o lakou.
4. Ua kekahi mana i hoohoiia, ua i aeia kekahi olelo ia ana o na ao ao aole e hookoia, a hoohoi mea ia e ke alii iloko o ka poe kukakuka malu

First - the Creditors of Messrs Ladd & Co. to agree to receive at their own risk, and direct from them, whatever properties or privileges Messrs Ladd & Co can convey to them, & in consideration thereof, to for ever discharge Messrs Ladd & Co, from all their obligations.

Second - the Creditors themselves to create a joint stock Company on the basis of the properties so conveyed by Messrs Ladd & Co, under such management and bye laws as the Creditors may establish among themselves.

Third - the Government to have no interest or participation whatever in the Company, but to protect it as a purely private enterprize, so far as the laws and foreign Treaties will permit, the Company assuming the payment of the debt due by Messrs Ladd & Co to the Treasury, at a time, and on terms to be mutually agreed upon.

4 Resolved that any compromise, to take effect must have previously passed before & received the sanction of the King & Council.

Mr Wyllie took that occasion to express to the King his sincere conviction that Mr Ten Eyck, though beset with difficulties, would, in view of those Resolutions, exert himself, in his own way to the utmost, so as to give them a beneficial practical effect - that he felt convinced that Mr Ten Eyck took a just and honorable view of matters, & that he wanted no inducement to do what was right and becoming his high position, but that if any thing were wanting, the King's message to him would be the strongest incentive. Mr Wyllie added that even were the suit to go on, he felt persuaded that Mr Ten Eyck was too sensible of the personal regard shown to him by His Majesty, either to use himself or allow others to use any language that could be understood as throwing disrespect upon the King or his Government.

Mr Ricord bore witness to Mr Ten Eyck's talent, & many manifestations of good feeling which he had made towards the King and his Government, especially when first treating of a compromise

Mr Ricord -

that he had no doubt, Ladd & Co had made him believe that they could prove something against Mr Judd. Mr Ricord even believed, that from kind feelings to Mr Judd, he (Mr Van Eyck) acted with reluctance on the investigation that entered about Mr Judd, that Mr Van Eyck was fully entitled to that credit, although Mr V himself wanted nothing so much as the fullest investigation. Mr Ricord said that from what Mr Lyllie has said, he is now convinced that Mr Van Eyck may have been misled by men who are exceedingly artful & plausible, but that he has always been actuated by honorable feelings — that that very peculiarity in their character taught a lesson to the Government never to have any connexion whatever, in any shape whatever, with Messrs Ladd & Co. They had deceived the Government twice, and it should not be accounted strange that with so many partizans near Mr Van Eyck's person — in fact almost his only associates, they had deceived him once, even Lawyer as he was.

Mr Lyllie said he had never listened to any speech made by Mr Ricord, with so much

pleasure, to the speech he had just heard from Mr. Record. He considered it noble & generous to speak so of a Rival Counsel, and he (Mr. Wyllie) was glad in having such testimony from Mr Record, as it strengthened the view that Mr. Wyllie had always taken & expressed of Mr. Van Eyck's character.

Mr. Wyllie said he therefore knew that Mr. Van Eyck entertained no hostility to Mr. Judd, or to anyone else - on the contrary that he regarded Mr. Judd and his family, and even felt grateful to them.

In Mr. Wyllie's view, after seeing the determined attempt made upon Mr. Judd, and its failure, Mr. Van Eyck, under that rebulsion of feeling towards the persecutor that characterizes every noble mind, would be a better friend of Mr. Judd's than ever, if Mr. Judd would only meet him half way.

Mr. Wyllie added for the satisfaction of Mr. Judd, he might say, that in the opinion of several Englishmen (not the friends of Mr. Judd) and others, that nothing

had injured the cause of Ladd & Co more, than the apparent malignity of the attack made upon him. It was looked upon as a shameful affair, & contemptible from its failure.

Mr Judd. Mr Judd said - he did not expect that Mr Ten Eyck would have taken up the case in the way he did, particularly against him, - but that nobody had heard him complain, nor had he the slightest ill feeling towards Mr Ten Eyck. On the contrary, though Mr Ten Eyck owed him two calls, he was quite willing to call upon Mr Ten Eyck, as Mr Wyllie had advised him to do.

The King & all the Chiefs approved that he should call upon Mr Ten Eyck.

Mr Ricord here stated that the Foreign Diplomatic men would take into consideration the little time that the King's Ministers had to make calls, & not stand upon strict etiquette with them in expecting call for call - that for his part he was always happy to see them, and to call upon them, when he had time, and that he himself thought

of calling upon Mr Ten Eyck. He did not see how it could do otherwise after the feeling towards Mr Ten Eyck that had been expressed at this Council, and the opinion expressed by His Majesty about the propriety of calling.

Mr Wylie observed that all resentments ought thus to end.

King The King said he highly approved of what had been done "We will see what good results follow. I close the Council, to assemble again when I need your advice."

Mr Richards acted throughout as Interpreter, except for Mr Judd, who repeated his own words in English, after addressing the Kings in Native.

These minutes
ought to have been copied in at
Page 229.—

1847

Privy Council - Palace, at 7 P.M.
Saturday 16th Jan'y.—

Present—
The King

Richards — John Ii
Rooss — Kekauonohi
Judd — Record
Keliikoa — Kekuanaoa
Kekauonohi — Paki.

Proposals of Mr. Dudoit on behalf of Ladd & Co.

Mr. Record making a few remarks, requested Mr. Judd to read & interpret to the King Mr. Dudoit's letter of the 2nd inst which was done.
The letter is as follows:

Honolulu, Jan: 2nd 1847.

French Consulate,

My dear Sir,

I hand you with this note some articles of a project on the part of Ladd & Co, which Mr.

Brassard has handed me. Those parties would like to have incorporated a company like that stated in the project and to substitute it for all their expectations under the Contracts 24th November 1841. and 17th May 1843.

Will you do me the favor to consider those proposals for amicable termination of the arbitration now existing.

I do not entertain the 14th and 16th sections of the project, as they appear to me to conflict with the Treaty rights of my Government, but this I trust you will perceive, and so arrange it as to exclude the appearance of monopoly in these respects.

I remain Dear Sir,
Your most obed.t
humble Servant,
(Signed) Jules Dudoit

John Rose Esquire
&c &c &c Attorney General.

While Mr. Judd was reading it, Mr. Baker remarked. "Oh what a "mass of difficulties and troubles this "plan prepares for us."

Mr. Rose after it was

read, stood up & explained his view of foreign joint stock Companies, and especially if incorporated.

He next showed that Messrs Ladd & Co, according to their own declarations, had no properties or privileges to convey, & that by reconveying the pretended properties, he would in effect guarantee them, make himself liable & place himself in a worse position than ever.

He showed that the right of locating lands under the contract of 24th November 1841, had lapsed to Ladd & Co by their transfer of it, on the 17th of May 1843, & to the Belgian Company, because they had omitted to act upon it within the time fixed by the Contract.

He then explained how the Monopoly sought to be obtained would work, & the impolicy of permitting any thing of the kind.

He also illustrated the objections to the Project where it extended to privileges which the King could not grant in consistency with Foreign Treaties.

M. Ricord stated the idea of giving to Ladd & Co 400 shares of $500

each, equal to $200.000, they being the most ungrateful men he ever knew, or even ever heard of, & being indebted to the Government about $25.000.

Their suit against the King for $378.000, after all the kindness they had received, of itself marks them out for scorn.

It would be a disgrace to the King to hold any shares in a Company with such men. Their whole career here had been one of ingratitude dishonesty and swindling, and of unblushing effrontery.

Even in this project, they made no apparent provision for their Creditors, among whom were many deserving men.

If Ladd & Co have property they should give it to their Creditors to pay themselves. He, Mr. Ricord, would approve of such a plan. It would not compromise the Government. Even to encourage the plan, the King might safely defer the payment of his own claim, & reduce the rate of interest. But this should not be done because the King owed any thing to Ladd & Co., but merely because he wished to benefit

the Creditors.

Mr. Record said he would be glad to receive powers & instructions from the King so to make known to Mr. Dudoit.

Mr. Record went to explain how much better it would have been had Ladd & Co manfully declared themselves bankrupts, when he so advised them in 1834, and how even now it would be the best course for them to adopt.

After considerable discussion upon the project the King adjourned the Council to 7 P.M. on Monday Evening, His Majesty adding that it appeared to him a perfectly incomprehensible piece of entanglement from beginning to end - that he cannot find one point in it that is good.

Mr Dr remarked that it is a document drawn up with little skill, every body will see it is wrong, it might deceive a drunken man, but it will not deceive any man in his sober senses.

In fact all the chiefs listened to the proposals with impatience and indignation, attributing them not to the Consul of France, who could not advocate such principles, but to Messrs Ladd & Co.

Memorandum for an agreement between the Hawaiian Government and Ladd & Co proposed by Mr Dudoit Consul of France, to Mr Ricord H. M. Attr. Genl. —

First —

Ladd & Co agree for the consideration hereinafter mentioned to transfer and relinquish to the Hawaiian Government all their right title and interest in the properties grants and privileges of every name & kind, now or heretofore owned and possessed by them in the Sandwich Islands, and procure a discharge of all mortgages incumbrances and securities to be executed and delivered to the Hawaiian Government, by all mortgagees or persons holding securities upon such properties. (A.)

Notes by the King's Attorney General

(A.) Section 1st should also contain a clause in relation to Judgments, of which the Government holds one, Messrs Pelly & Allan & Messrs Robinson & Co others. — These are unsatisfied and seem to be lost sight of in the subsequent arrangements.

Query? Who at present owns all the properties grants and privileges now proposed to be sold to Government? In other words, were they not sold ~~to the~~ Pely. Co. 17 May 1843. If so, have they ever been conveyed back to Ladd & Co., or do Ladd & Co hold powers to sell them for the Pely. Co? If they do not, how can they legally sell those properties to us? If they

Second.-

The Hawaiian Government agree in consideration of such transfers by said Ladd & Co. to create by Charter of incorporation a joint stock Company for the purpose of prosecuting agricultural and commercial operations at the Sandwich Islands, and the advancement of the civilization of the Sandwich Islands nation. (B.)

The terms and provisions of said Charter of incorporation shall be as follows, to wit:

Section 1st.-

The Hawaiian Government agree that a joint stock Company shall be established, with a capital of Three Hundred Thousand Dollars, divided into Six Hundred Shares of Five Hundred Dollars each, and that subscriptions towards

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Notes by the King's Attorney General - Cont'd:-

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are now sold to us without title in the sellers, and we subsequently transfered them to the stockholders of the New Co., we should become liable to that Co. for any after action of the real owners.

(B.) The advancement of civilization has nothing to do with it, and should not form a motive to the incorporation of any company. Commerce and pecuniary consideration are all that are necessary). -

constituting said stock shall be opened at Honolulu on the day of 1847, under the superintendence of three persons to be appointed for that purpose by the King of the Sandwich Islands, which subscription shall be continued open until the whole of the stock shall have been subscribed. (C.)

Section 2nd. And further, that it shall be lawful for any person or Co partnership to subscribe for such or so many shares, as he, she, or they may see fit, and the sums subscribed shall be payable at the time of subscription.

Section 3rd. And further that all those who shall become subscribers to the said joint stock company, their successors and assigns, shall be erected and made a corporation and body politic, by the name and style of the Hawaiian Sugar Manufact. Co, and shall so continue until the first day

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Notes by the King's Attorney General.

(C.) The act of incorporation should be one entirely confined to the stockholders as Corporators, they being simply a legalized Copartnership acting on their own responsibility. The Govt. should not own stock in the concern, nor superintend the subscription of stock. —

of January, Nineteen Hundred and Fifty, (D.) and by their corporate name shall hold and possess real and personal property, and sell and dispose of the same, and may sue and be sued, plead and be impleaded, defend and be defended, in all the Courts of the Sandwich Islands, and they may make use, and have, a common seal, and also they may make, ordain, and establish, and put in execution such by laws, ordinances, and regulations as shall seem to them necessary and convenient for the Government of said Corporation.

Section 4th.

For the well ordering of said corporation there shall be seven Directors, who shall be elected on the first Monday in January of each year, by the Stockholders or Proprietors of the Capital Stock of said corporation, and by the majority of the votes actually given, and shall hold their office for one year and no longer, unless re-elected: and the said directors, at the first meeting after their election, shall choose one of their number as President.

Section 5th.

So soon as four hundred Shares

Notes by the King's Attorney General.

(D.) subject to the forfeiture or amendment of the charter or Bill filed with the Court of Record, for any of the following causes.

of said Stock shall have been actually subscribed for and issued, notice thereof shall be given by the persons authorized to receive subscriptions to said Stock as provided in Section 9th, in the Polynesian Newspaper, printed in Honolulu, and the said persons shall at the same time in like manner notify the time and place within said Honolulu, not more than thirty days from the time of such notification, for a meeting of the Stockholders, to proceed to the election of directors: and the persons who shall then and there be chosen shall be the first directors, and shall be capable of serving by virtue of such election, until the first Monday in January next ensuing such election, and shall forthwith thereafter commence the operations of said Corporation upon the Sandwich Islands: and further in case it should at any time happen that an election of directors should not be made upon any day, when pursuant to this charter it ought to be made, the said corporation shall not for that cause be deemed to be dissolved, but it shall be lawful on any other day to make an election of directors, according to the laws and ordinances of the said corporation: provided that in case of the death, resignation, absence from the Sandwich Islands, or removal of a director by the Stockholders, his place may be filled

up by a new choice for the remainder of the year.- (E.)-

Section 5th.

That the directors for the time being shall have the power to appoint officers, Agents, superintendents, and servants under them as shall be necessary for executing the business of said corporation, and allow them such remuneration for their services respectively as shall be reasonable, and shall be capable of exercising such other powers and authorities in the well governing and ordering of the affairs of said corporation as shall be described fixed and determined by the laws ordinances and regulations of the same.

Section 7th.

The following rules restrictions limitations and provisions shall form and be fundamental articles of the constitution of the said corporation, viz:-

First.- The number of votes to which each Stockholder shall be entitled, shall be according to the number of shares he shall hold each share being entitled to one

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Notes by the King's Attorney General.

(E.) One cause of dissolution is here implied or dissolution for some causes- but how that dissolution is to be decreed, will become a matter of dispute afterwards, unless some definite provision is made for it.-

vote, Stockholders may vote at elections by proxy.

Second - No more than two thirds of the directors in office, exclusive of the President, shall be eligible for the next succeeding year: but the director who shall be president at the time of the election may always be re-elected.

Third - None but a Stockholder being a resident at the Sandwich Islands shall be eligible as a director.

Fourth. No director shall be entitled to any emolument unless the same shall have been voted by the Stockholders at a general meeting.

Fifth. - Not less than five of the directors shall constitute a board for the transaction of business, of whom the President shall always be one, unless in case of sickness, or necessary absence, in which case his place may be supplied by any other director who may be chosen President pro tem., by the Directors present.

Sixth. - Any number of Stockholders who shall be proprietors of One Hundred shares or upwards, shall have the power at any time to call a general meeting of the Stock-holders, for purposes relative to the interests of the

corporation, giving at least two weeks notice in some Newspaper printed in Honolulu, and specifying in such notice the object of such meeting.

Seventh - The Treasurer before entering upon the duties of his office, shall be required to give bonds with two or more sureties, to the satisfaction of the directors in a sum not less than $ with the condition of the faithful performance of the duties of his office, and for his good behavior.

Eighth. The said corporation may hold such lands hereditaments and tenements as are hereby granted by the Hawaiian Government to the said corporation, or such as shall at any time hereafter be granted to them by said Government or such as shall be necessarily created, or be requisite for the successful prosecution of the appropriate objects of the said corporation, as well as such as shall have been bonafide mortgaged to it by way of security, or conveyed to it in satisfaction of debts previously contracted in the course of its dealings, or purchased at sales upon judgments which shall

have been obtained upon such debts, or otherwise purchased or leased. (F.—)

Ninth:— That it shall not be lawful for the said Corporation to borrow money upon the credit of the corporation or to lend the funds of the corporation without authorization by vote of the stockholders who shall be proprietors of two thirds of the shares of the Capital stock of said Corporation, and the directors and stockholders of said corporation shall not be personally liable for the debts of the corporation beyond the amount of their shares in its Capital stock.

Tenth:— The stock of said Corporation shall be assignable and transferable by endorsement.

Eleventh:— At a general meeting of the Stockholders on the first Monday in January of each year, the directors shall lay before them a true & faithful exhibit of the

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— Notes by the King's Attorney General. —

(F.) There is an undertaking on the part of Govt. that the Co. may hold the properties which have already been conveyed away to the Belgian Co, and which Ladd & Co by section 1 undertake to convey to Govt., only so far as they have title.

result of the operations of the Corporation for the preceding year, and the condition of its affairs at the time, and such part of the net profits, if any, as the said shall be made of so much of the profits as shall appear to the s. d. directors advisable.

Section 8th.- The said Hawaiian Government hereby shall give and grant unto the said corporation, all and singular the properties, rights, titles, and interests, heretofore possessed and enjoyed by the said Ladd & Co, at Koloa, on the Island of Kauai, and also all and singular the rights, titles, and interests heretofore possessed and enjoyed by the said Ladd & Co, in the premises, buildings, wharf lots, and facilities of their Mercantile establishment in Honolulu, all which properties, rights, titles and interests, both at Koloa and at Honolulu, are particularly described in a deed of conveyance passed on the same day and date of this charter, and registered in conformity with the Hawaiian Laws. (G)

Notes by the King's Attorney General.

(G.) By this and the 9. 10 & 11 sections the Govt engage to grant to the new Co, virtually, all the, or like, powers, properties, & privileges, as those recited in the Contract 24 Nov. 1841, upon which the Belg. Co of May 1843 was predicated. Those properties and privileges have already been sold & signed by Ladd & Co (see remarks on Section 1). We should thus have two sets of evils impending over us instead of one = (i.e.) the Belg. Co rights, and the rights of the Hawaiian Sugar Manufacturing Co.—

Section 9th.

And further the Hawaiian Government shall hereby give and grant unto the said corporation for the purpose of extending the business of the cultivation and manufacture of Sugar at the Sandwich Islands, contemplated the principal design of the said corporation, such sites or localities on the different Islands of the Sandwich Islands, suitable for the erection of Mills for the manufacture of Sugar, and each such mill site shall embrace a quantity of land not exceeding fifteen acres; together with all the natural advantages of water power, building materials, and conveniences appertaining to such localities

Section 10th.

The said Government further gives and grants to the said corporation, in order to render to them the certainty of the cultivation of a sufficient quantity of Sugar cane for the employment of the Sugar Mills that may be erected by them, the lease of two hundred acres of land, in the convenient vicinity of each site for mills, that shall be selected by and granted to the said corporation, by virtue of this charter; such land to be selected from the lands at present unoccupied and unimproved, or as may be negotiated for by said corporation within two

miles ... the site for mills to be selected, and in ... to stimulate and encourage the profi... systematic industry of natives and ... agriculturists, the said Governme... ges that any quantities of ... ds within the limits aforesaid, th... may be taken up and cultivated ... cane by individual natives or ... persons who may be authorized and ... by the Hawaiian Government, ... take up and cultivate lands ... cane, shall be secured to such ... cultivators on ... sonable terms, ... not to exceed ... cents per acre for ... quantity so to ... taken up and cultivated by written leases conditioned upon the actual cultivation of sugar ..., to be manufactured at the mills of said ... poration.

In case that a sufficient quantity of lands in the vicinity or within two miles of the sites for mills of the corporation shall not be taken up by natives, or other individual cultivators to supply the mills with cane for manufacture then the Corporation shall have the right to select lease and put under cultivation to sugar Cane, any additional quantity required to that end, other than the two Hundred Acres first mentioned in this section,

by pay[illegible] the same the sum of fifty cents pe[illegible] for any quantity that may be so [illegible]t and put in cultivation.

Section 11th.

The [illegible]waiian Government grants further to [illegible] said corporation the free privilege of obtain[illegible] grass and of pasturage needful for [illegible] animals that may be required in the [illegible]facturing and other operations to be prosecu[illegible] the said corporation, and also [illegible]ilege of procuring from the forests [illegible] quantity of fuel or timber, of procuring [illegible] building stone and sand, from the [illegible] and sea shore, or other places where the same may be found: of constructing roads bridges and wharves as may be required for the convenience [illegible] the operations of the said corporation: and also the privilege of employing any number of natives by paying satisfactory wages to them, and their taxes or the commutation therefor as established by the present laws of the country, or as they may be decreased by subsequent legislation.

Section 12th.

The said Hawaiian Government further engage that the said corporation shall have five years for the selection of

the sites for mills granted by this Charter, and to fix the time for actual occupation and improvement of the same they shall have their own convenience not to exceed however twenty five years.

Section 13th.

If any of the eight sites for mills stipulated to be granted in Section 9th shall have been taken in occupation and improvement, and mills set in operation upon them, the sugar produced by the manufacturing operations of the corporation, herein contemplated, shall have privileges equal to the Stockholders and advantages to the interests of the Country and people, and the corporation shall either desire to extend their operations in other localities than those of the eight sites for mills first granted by this Charter, then the said Hawaiian Government engages to furnish and grant other sites for mills, which may be at the disposal of the Government, and which may not be at the time improved for such purpose by individual sugar manufacturers or agriculturists, to such an extent as may be desirable to the corporation, and on the same terms as are stipulated in Section 9th, and with all the collateral grants and facilities as are given by sections 10th & 11th, and the corporation shall have the right to purchase

or lease [illegible] localities of other proprietors than the Government.

Section 14th.

The said Hawaiian Government further engages to the said corporation that during the existence of said corporation, no importation duty should be charged upon the mills, engines, manufacturing apparatus and agricultural implements imported into the country, by the said corporation for their own use in the prosecution of their agricultural and manufacturing operations, and that no exportation duty shall be charged upon the productions of the country, which may be evolved by the operations of the said corporation, nor shall any tax be imposed upon the stock or property of the said corporation. (H.)

Section 15th.

The said Hawaiian Government

Notes by the King's Attorney General.

(H.) - The 14th section is in contravention of the existing treaties. It secures to certain American citizens paramount privileges and monopolies inconsistent with the like rights secured to English, French, or Danish, and is inconsistent with the mutual engagements between Mr. Fox & Mr [illegible]shus.)

further grant unto the said Corporation, all the rights of internal Commerce and navigation, which are by law or custom enjoyed by the subjects of the said Government, and all the rights of entrepot, bonding and transit for their merchandize, as are or may be enjoyed by the natural Commerce of the country.

Section 16th.

The said Hawaiian Government further engage that no other charter of corporation for the purpose of growing and manufacture at the Hawaiian Islands shall be granted during the existence of this Corporation, and that they will foster and protect this Corporation in all its rights and interests, so far as such objects and interests are found consistent with the views and purposes in which this charter is given.

(I.)

And in further consideration for the transfers and relinquishments made by the said Ladd & Co, as specified in the first paragraph of this instrument, the said Hawaiian Government agree to

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Notes by the Kings Attorney General.

(I.) Monopoly inconsistent with Treaties & declarations of Fox & Upshur. —

delivered or cause to be delivered, within twenty days from the day when the subscription of the stock of the aforesaid corporation shall be opened, to the said Ladd & Co, or their order, Four Hundred Shares of Stock in the Capital Stock of said corporation, which are to be created as the value of the properties rights ~~and~~ titles and interests hereby agreed to be transferred and relinquished by the said Ladd & Co & said Government in manner as aforesaid. (K)

Notes by the King's Attorney General

(K.) The English of last section is, that Government is to subscribe 400 shares of stock for which it is to pay down $200. ovo (see sections 1 & 2) and give them to Ladd & Co as the price of certain properties & privileges already conveyed away — additional to which Gov't is afterwards to convey away & guarantee the properties thus paid for to the Hawaiian Sugar Co for Nothing.

Privy Council – Palace – 22nd January.
at 7 P.M.

Present.
The King

Premier	Kaeo
John Ii	Paki
Kanaina	Kekauonohi
Kekiohonui	Kekuanaoa
Ricord	Judd
Richards	Wyllie

Admiral Thomas' letter of 24 July 1846, to Mr Wyllie.

Mr. Wyllie read over and Mr. Richards interpreted Admiral Thomas' letter of the 24th July last.

The King said he wished Mr Wyllie to prepare a letter in his name, to Admiral Thomas, expressing His Majesty's strong feelings of regard to Admiral Thomas, & assuring him that the same feelings extended to all his chiefs, & in fact all his natives.

The King further desired Mr. Wyllie to express His Majesty's wish to Admiral Thomas that he would be pleased to sit for his portrait, half size, to be paid for by the King's Commissioner in London, that he may preserve his likeness in the Palace. An appropriation of $100 for that purpose was unanimously made.

The King, in relation to a clergyman,

requested that the feeling of the Foreign Community should be ascertained upon the subject, and how much they would do for it - that Mr Wyllie should ascertain this, and afterwards my own hint - & should thank the Admiral for his benevolent offer.

Capt. Steen Bille's letter of 10 Dec: 1846 to Mr. Wyllie -

Mr Wyllie read from the French, & Mr. Richards interpreted in the same manner, Capt. Bille's letter of 10th December from Tahiti.

The King wishes that Mr. Wyllie should write to Capt. Bille thanking him in the name of the King and Queen for the kind sentiments that he, the Queen, and Chiefs entertain the most grateful remembrance of his visit on account of the important work done, and the good effects that have followed, upon the whole foreign Community.

Count de la Motte Picquet.

Mr. Wyllie stated that the Count de la Motte Picquet had transmitted a very courteous message through the Consul of France.

The King requested Mr. Wyllie to thank the Count for his courteous message through Mr. Dudoit.

Chile Don Manuel Montt's letter of 23d July to Mr. Wyllie

Mr. Wyllie read from the Spanish in the same manner, & Mr. Richards interpreted Don Manuel Montt's letter in regard to the Kings objection to H. Cheever, as Consul for Chile, & explained the official documents sent to Cheever in consequence.

The King requested Mr. Wyllie to acknowledge the letter with friendly assurances from him to the Government of Chile, and repeating His Majesty's recommendation in favor of Mr. Selly.

Mr. Eldredge's letter of 3rd October 1846. to Mr. Wyllie.

Mr. Wyllie, that he might write up the Minutes, requested Mr. Coan to do him the favor of reading the letter, which Mr. Richards interpreted, as Mr. Coan read.

The King, having consulted with his Chiefs & heard the remarks of his Ministers, suggested that a tax might be laid upon all native sailors for the relief of Hawaiian sailors abroad, & to pay their return passages to the Islands. It was agreed that the subject be taken up upon a future occasion.

The King instructed Mr. Wyllie to offer Mr. Eldredge the rank of Chargé, if he will consent to act without a salary.

Rev. Mr. Damon.

Mr. Wyllie requested His Majesty's sanction to an instruction to his Commissioner in London to pay for Temperance Periodicals for the use of & on account of the Rev. Mr. Damon.

Mr. Ten Eyck

Mr Wyllie took occasion to reassure the King as the result of some communication that he had with Mr. Ten Eyck, that he was proceeding under the most earnest endeavours to induce his obstinate countrymen to consent to fair terms of adjustment.

Privy Council Monday 25th Jan? at 7 P. M.

Present — Premier

Paki — John R
Rees — Judd
Ricord — Wyllie
Kekiokumi — Kanaina
Richards — —

Applications for lands.

The King came in while discussing Chamberlain's application and shortly afterwards retired.

Mr. Richards, for the Premier — intimated, that the King had ordered the Premier to proceed with the business, but to advise him, if applications from Foreigners came up for consideration, in which case he would come in.

Mr Chandler an American of good character

— Butcher at Lahaina, applies for a place to pasture his cattle, destined to supply the market and shipping. The place applied for is near Lahaina, embraces perhaps 3 or 4 thousand acres and belongs to Paki & others. Mr. Paki says, the natives cultivate Potatoes upon some small spots. Chandler offers $200 a year rent, and engages that no damages shall be done to the Natives. It appears Paki owns one third, the Government another third, and the Natives on the land another third. Paki offers to rent his share in 15 lands for $600 yearly, or in 16 lands for $150 yearly.

1. Resolution. That the price of $200 offered for the land is not an adequate rent.
2. That the land be leased to Mr. Chandler for a sufficient rent provided satisfactory means can be found to prevent injury to the Natives.
3. That Mr. Richards be empowered to ride over the land with Mr. Chandler, and report to the Premier and Mr. Pahi; who are to arrange the details of price and other matters, as they see fit.

Mr. Pahi offered to accompany Mr. Richards, which was approved of.

Lt. Van K. Morgan - wishes to lease near the Koloa estate, fifty acres of land for Sugar Cane, & keep it under cultivation - paying one dollar a year per acre, and obliging him to supply, if necessary, the cane, in fulfilment of the Kings obligations to Ladd & Co.

Resolved that the application of Mr. Morgan be postponed for the present, for prudential considerations.

Thomas Sandell. Application for 45 acres of stony mountain beyond Punahou, for which he offers $5 per acre, in fee simple. It would thus be free of taxes for 20 years.

Resolved that Sandell have 45 acres of land for $10 per acre, but not the land where the stone quarry is situated.

Mr. Wyllie proposed the following

Resolution

Resolved that as a standing rule whenever questions of land, or any others of personal interest to the chiefs and natives are discussed, that the minutes be kept in the Native language.

Passed unanimously.

Hale Alii
1 Feb'y 1847

Moke Kekauiwa) Halawai ka poe Kuka-
kuka mai Hawaii a Kakiaka
Poe i hiki mai
Ka Moi
Kuhina Nui
" Waiwai
Do Palapala
A. Paki
M. Kekauonohi
M. Kekuanaoa
A. Kekiiahonui
C. Kanaina
I. Kaeo
Joane Ii.

Hoike mai ke Kuhina ao
Palapala, i ka hewa pinepine o Mose.
Ke Kauiwa Kekahi kaumana o ka Hale
Kula Alii, i ka inu i na onea ona, i ka
hele i ka po, a me ka hoolohe ole i ka
na Kumu, oia ka mea e alakai hewa
ai na Kaumana o ke Kula, alailai
Hoohololoia

1 E Kipa Kuia o Mose mai
ke Kula aku a ole loa e hoi hou mai,
e hele nae ia a noho pu me Joane Ii.

2 E laue ke Aupuni i kona
Waiwai a pau, Waiwai lewa, Waiwai
paa, mai Hawaii a Kauai, a me
Ke Dala, na onea hoi e ili ana iaia,
Koe wale no keia mau onea. O ka
Hapalua o ka Aina o Kapalama ma
Honolulu, a me ka Aina ia Lani e
noho nei ma Lahaina, a me ka Aina
o Ka Ohai ma Lanai, a me kona Waiwai
lewa e pili nei i kona kino ma Hono-
lulu nei.

3 Na M. Kuanaoa e malama i na Aina i Koe ia Mose, a me na mea i lawe ia mai nei no hoi, a haawi i ko Aupuni Ko Ke Aupuni, a ia Mose Ko Mose.

A pau ia, Kiiaku o Mose e hele mai, heluhelu ka olelo a pau malama, a pau ia, Kakau o Mose i kona Inoa ma ka palapala hooniki, a hooniki o Mr Richards ma ke kaiaki olelo, a Kakau ke Kuhina Nui i kona Inoa i hoike no ia mau olelo.

Alaila, Hoohololia, no ka palapala a ke Kuhina Waiwai ia Mr Jarrett ua pau, e lawe iaku alaila, Hoohololia

E kukulu ia ka Halepai= palapala ma ka pa o Honolulu Hale e like me ka manao o ke Kuhina Waiwai.

Hale Alii Feb 4 — 1847

No kela mea }
Keia mea }

Kalauwai ka Poe Kuka= kuka malu,
Poe i kiki mai
Ka Moi
Kuhina Nui
" Waiwai

A Paki
M. Kekuanaoa
C. Kanaina
I Kaeo
A Keliiahonui

noi Anna o ka Kaoana }

Hoike mai ke Kuhina Kalaiaina i ka palapala noi Aina Alodio ma Kaneohe, ua

Kaoana, olelo o M Kekuanaoa he aina
Keia na hemo i ka makaiki a haawi
i ka Lina aole nae i maliu, Ae mai
o Paki, no ka mea o k; hai aina ia
a ka, ina o Kona aole e hana ia pela.
Kekuanaoa. O ke Kumu Keia o ka
hanee e nana i ka hope o Keia. Ke
ae aku nei au i mea e pomaikai ai i
Ke Kanaka:

Keliiahonui, ae
Kanaina, ae
Kaeo — ae
} A mahope, ina maopopo
ke Konohiki. haopono-
pono mea.

Keoni Ana, ae, e pono ai ke Kanaka
& Lidd, ae. ina nona punai Keia
aina, ae olualu aku nae.
Ka moi, Ua pono no, aloha nae e
Kamailio pu nae me Kuana.

Nai aina ma
Kaaohulukea
} Kamailio me Lii
a hookaloia ke olelo
e waiho i Keia nae olelo mai aina
a maopopo. Ke mahele ana o na aina
o na Lii, Nolaila, aole loaa i na Kanaka
i ko lakou aina Alodio.

Palapala kuai
Kahua kapa na
P. F. Manini
} Hookaloia e hana ke
Kuhina Waiwai ane ia
olelo a Manini i Kakaina 2 Feb 1847
a e kuai i ke Kahua kapa no na
Dala $ 1,200

No na Aina

Hale Alii
18 Feberuari
Akaolelo Kukakuka mala
Pae hiki mai
Ka moi
Kukina nui
Kukina Kalaiaina
Kiaaina Oahu.
C. Kanaina
S. Kaeo
A. Paki
A. Keliiahonui
Joane Pi
Paohokalole.

B. Pitman Helukuia ka olelo noi
Hilo ——— Aina Alodio na B. Bitman
no na Pukapai ekua ma
Puee Hilo 63. Eka, 5. eka a me
na Roda 21. Olelo oia i $1.50
no na Eka 63 a i pa 6 na dala
no na Eka 5.
Hooholoia, na pomaikai kanai
aina.

Kamalanai } Helukeluia ka olelo a
Kaliki } na makaainana o Kaliki a
me Pakaniki Akahi i kaa-
wale, aole i makia mai
ka palaoa a — (E nana i
ka palapala Hooilina pai #50.
no ka Makahiki.
Hooholoia, aole i aeia
aku keia.

George Bush } Helukeluia ka olelo a G. Bu
Kula o Kahua } sh no na apana ekua
mauka a makai o kona
pahale e noho nei $30.00
Hooholoia. Aia nae a hookii
ki; alaila, loaa ia ia.

Wm. Sarratt
Kula o Kahi

Heluhelunia ka olelo a Wm. Sarratt e kuai pa-
kaa i 27. mu 28 a e uku
ia i 10m. $ Hoohoboia, kuai
no, ua pau ia.

Kahuaiko
Hale
Aba
Nahaolelai
Aina kanai
hoholona ma
Kauai

Helunelunia ka olelo a Ke-
kuaiwa pii ma ke Komike i
Kauai,
make ma ke kakou. i poo
E ka a kauwi mai i $10.
ma kahi ka nui holoholona
hoholoia i 7 ua. O moku-
kana ka ia.
Hoohoboia, aole i lilo i keia mea
kakou.

Puna
D. Manuia
Kaawa
Kahalelole
Kaaha

Helunelunia ka olelo a
kekahi poe ma Kohala
i Kauai i ke kakou
manao hoi e hoihoi mai
i kahi kanai holoholo-
na a lo. ala no nae ma-
hiki ia $25.
Hoohoboia, aole i lilo ka ai-
ia kakou mai ke no.

Kahele
4 Loi paahao
ma Olowalu

Helunelunia ka olelo
noi ia Kahele, e ku-
ai ale dio i na Loi 4
o ke aupuni ma Ol-
walu.

Hoohoboia, aole i loaa; aka, e
palapala ka Kuhina nui i ke
Kiaaina o Maui no ia.

G. P. Judd
Kuai Bipi ma
Koloa

Helunelunia ka olelo a
G. P. Judd e kuai i kana
Bipi ma Koloa e like
me kana palapala ia
Keoni Ana.
Hoohoboia, e kuai no, me ka make
o Kekuanaoa a o Paki a o ka Moi
a o Keoni ana i na Bipi kanu
lilo i ka Moi.

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G. P. Judd.
Alodio i kona kahua hale ma Maikai

Olelo o G. P. Judd e kanaka i palapala Alodio no kona Kahua ka le ma ke alanui o Punaauu, aoo no i ma Lii ko mui o ka uka. Hoohalaia e alodio no e uku o G. P. Judd. i $50.

Hale Alii Maraki 4. 1844.

Halawai ka Poe Kukakuka Malu, a hiki mai ka Moi

Keoni Ana — Wm. Richards
Kekuanaoa — G. P. Judd
Kekauonohi
Kanaina
Haalo
Paki

Ka hana.

1. Ka aina i nonoi ia e Chandler ma Kaanapali Maui.

Koole o Paki i ka uku 250 dala, koi mai 500, a ae like ka Poe Kukakuka Malu i kana.

2. Hoohalaia ka manao,

Eaeia na Mika Rikeke e lawe i ke dala o ke Aupuni, e like me ka pilikia io, aole nae e oi i na haneri dala elua, i mea e hoao ai i ke ano pono o ka ai, ka ai poi, ai uwala, ai raiki, ai parena paha, e hoao hoi ma kahi ana e manao ai he pono, e hoao mui no hoi i mea e akaka loa'i a hoike mai ia makou mahope.

3 Aina no Ke Kahuna Katolika ma Hilo,

Heluhelua ka palapala no Hilo mai he 66 kanaka noi kahua hale a me ka hale Kahuna.

Hoohalaia e imi ka Punaauhau i kahua

malaila a hoike mai i ke Kuhina Aopalapala, aole nae e oi aku i na Eka elua. Aia pono haawi ka palapala e like me keia nawai. Aole hoi e haawi i ko ke Kanaka wahi ke ae ole ia.

4 Olelo noi kahua hale pule a me ka hale Kahuna Pope ma Wailuku.

Hooholoia, e haawi i ka Poe Katolika i ʻy Eko ma Umiew, aole nae e lilo kahi i mahiia a me ka mea pili i ka ili.

6 Olelo noi aina a S. S. Emerson, aole nae i manopopo.

7 Nelukeluia ka Olelo ao a ke Kuhina Aopalapala i na Kumu. Hooholoia, ua maikai ka Olelo.

8 Olelo noi aina a Kuakini ma Honokohaa Ume na makaainana no ka hale o ka Bipi i na mea kanu o Lakou.

Hooholoia, e waiho pela i keia wa, aole nae e keakea i kana Bipi ke hele lakou na kahi nahelehele.

9 Hooholoia e kuai ka Hale o M. Kekauonohi kahi e noho nei o Ameru, a hookaa aku i kana aie a pau i ke Aupuni

10 Olelo o G. P. Judd e kuai i ka hale, kahi e noho nei oia a lilo ia Keoni Ana no na dala hookahi tausani ($1,000). Hooholoia pela no e kuai ai.

11 Hooholoia e e halawai ka Ahaolelo i ka la 21 o Aperila.

E malama ka Moi i kona la hanau ma Lahaina i ka la 14 o Maraki. Aka, e kipa na papa a pau loa ia la hora 12 a e kau ka Ae. E olioli a e ahaaina na mea a pau ia la

12 Palapala a Samuel Miles no ka hale ma Wailuku. Kamailio nui no ia hale pohaku. Ua lilo paha ia Kaoo. Nui mai o Mr Richards ua hanaia e ka poe kuluana.

13 Olelo Hanaina no ke kaua hoopaapaa o Ki no kekau wahi o Lakou ma Manoa. Hooho-

loia, e koho lana ia G. P. Judd i Lu-
nakanawai iwaena o lana nana e hoo-
holo, mahope o kona lohe ana i ko na
aoao elua.

14 ¶ Olelo hoopii a na mea keiki lehule-
hu o Kohala. Olelo ke kuhina aupa-
lapala e pono auanei keia hihia ke
ike lakou i ka olelo ana i kakau no
ia hihia.

Privy Council, Saturday 13th March
at 10 A. M. -

Present The King

Premier	-	Record
Paki	-	Judd
Kalo	-	Kanaina
Richards	-	Kekuanaoa
Wyllie	-	

Application of I. Kahili, a native Store-keeper, 10 March 1847, to borrow $1000. -

Mr. Judd produced a letter from him, begging a loan of $1000 for a year. Mr. Richards interpreted it. Offers all his property in security for the loan, amounting to $2084, nos. of which is a vessel. Gives power to sell the whole, if the debt be not paid at the time. Resolved that Dr. Judd furnish the money to Kahili, at his discretion, on receiving the proper securities.

Marine Journal & Government Papers. -

Mr. Wyllie begged permission of the King to state, that some months ago, Mr. Judd had sent him 3 Journals of the late H. Imm. de Paula Marin - that he had not had time to look into them, until after the late publications of Mr. Jarvis, or rather Consul General

Miller, which had appeared in the News, presuming to question His Majesty's honor & veracity upon matters of fact well known to him and the Chiefs. That finding that Wilkes Journal confirmed most remarkably the assertions of the Chiefs, in 1845, he, missions to obtain other papers, had requested the Governor to send up to him all the papers in his possession of every kind. That ever since the 9th inst. Mr. Wyllie's clerk, Mr. Singleton, with one and sometimes two Native Clerks, had been employed, examining & separating useful papers from the rubbish. That many of the papers were totally rotten & destroyed by damp. Yet that Mr. Wyllie did not feel warranted in destroying them. He begged the Governor to send for them, examine them again, and then destroy what he was sure were of no use. That Mr Wyllie would return all the useful papers, after they had been properly arranged, which required some further time. That from this important discovery, Mr. Wyllie thought there must be other papers in possessions of His Majesty or the Chiefs, and he respectfully suggested that an

order should be given that every one without exception should send all papers, be they what they might, for examination, to him, at the C.S. Office.

After a long discussion the following orders were sanctioned:
Resolved that the following order be given to all the Chiefs, by the Premier.

As Mr. Wyllie has found among the papers at the Fort, many of great consequence to the Government, that were not known by him to exist in 1845 or 1846, when they would have been of great importance, it is hereby ordered that all the Chiefs collect the papers they may possess, and send them in for examination to the Minister of Foreign Relations.
Resolved that the Premier request Dr. Rooke to send to the Minister of Foreign Relations all the papers he may possess, of the late Don Francisco de Paula Marin, also the papers of the late Mr. John Young, and all other papers relating to the past transactions of the Government.

On motion of the King, Resolved

that the Premier give the same order to Mr. Adams, the Pilot, also to the heirs of Mr. Sumner, and any other who may have Government Papers.

Mr. Wylie added further that this ought to have been done long ago. That though the result of the Investigation at the Palace in 1845, & the Inquiry in 1846, was most satisfactory, yet that it would have been more so, if he had had then the documents now in his possession, bearing out the Law's written opinion, so completely, & he (Mr Wylie) would not hesitate to prove with them the invalidity of Charlton's written title, even before the High Court of Chancery in England, and he felt assured, as it as a British Subject, he would thereby do a service acceptable to the British Government, inasmuch as it might prevent them from doing an injustice, which he was sure they never intended to do.

Mr. Record asked permission Mr. Record to retire, as he had business to attend to, and had nothing to submit connected with his Department.

Government Translator
Mr Cooke
&
Mr Andrews.

Mr Wyllie called the attention of the King to the absolute necessity of having a Government Translator, stating the circumstances under which he had been compelled to apply to Mr. Cooke, to make the translations required in the negotiations of a Treaty pending with Mr Du Cyck. Mr Wyllie stated that Mr Cooke had done so most obligingly, and that in his opinion, with the assistance of the young Chiefs Lot & Alexander, he could do all the translations required by the Government, thereby improving the minds of the young Chiefs, & initiating them into business. That he would suggest that an annual allowance be made to Mr Cooke for this special service, besides his Salary as Teacher of the Royal School.

The suggestion was approved of by the King and Chiefs, but on motion of Mr. Judd it was amended so as to include Mr Andrews, and the following resolution was passed

(B.) Resolved that Mr. Richards & Mr. Judd be empowered to arrange with Mr Cooke

Hoohololia ka manao e ka Poe Kukakuka Malu na Mika Rikeke a me Kekuanaoa a me Kanaina e hooponopono a hoohoi i ka olelo no kahi a na kanaka o Koolau i noi ai i wahi no ka hale pule a me kahi no ke Kahuna pule a hiki ole ia lakou hoike hou mai ia makou.

to transcribe such papers as may be required and to remunerate him for the same, viz. to arrange with Mr. Andrews for the translation of more important documents, as they may think fit.

The Commrs. proceeded to consider certain statutes in the laws & matters relating to Lands, Mr. Wyllie asked the Kings permission to retire, as he wished to see the ancient papers, & other rubbish returned to the Print

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No ka palapala noi a W. H. Tibbey e lilo i Kanaka Hawaii.——

Mokuula Lahaina
29 Malaki 1847

Halawai ka poe Kukakuka Malu. Poe i likiia mai

Ka Moi Kamehameha III.
M. Kekauonohi.
A. Paki.
A. Keliiahonui.
C. Kanaina
J. Kaeo.
Gov. Kanehoa.
Keohokalole.

Hoopolaia Ka olelo ae like e Ka Aha Kukakuka Malu e kakau ke Alii nui i Kona inoa maka Palapala hoolilo ia W. H. Tibbey i Kanaka Maoli, a na Kakau ke Alii i Kona inoa.

hoopolaia ma Lahaina

Mokuula Malaki 29 1847

Noi Aina

Aperila 23. 1847

I ka 10.0 ka hora, halawai ka poe Kuhakaka Kalo ma ka Hale Alii, a ia ka poe hiki mai.

O ka Noi
Keoni Ana
Lekioloku
Charles C. Starkey
Gurstaff Linn
Paki
Kaneko
Kanaina.
Ii
Kekiiahonui
Koae
Kahaynohi
Kookalole
Mr. Rikeke
G. P. Judd
M. Kekuanaoa

Koike mai o Keoni Ana i ka palapala noi Aina o Lekioloku ma Molokai, a hoole ia e ka poe Kuhakaka Kalo.

Koike hou mai o Keoni Ana i ka palapala noi Aina a Charles C. Starkey, a ae io i kela palapala ma ka uku makahiki, he 40 dala aole nae e ai aku kahi e haawi ia mamua o 50. dala ka.

Koike hou mai o Keoni Ana i palapala noi Aina Gustaff Linn, a hoole ia no ka maapopo ole o kahi.

Hoike hou mai o Keoni Ana i pala-
pala na Lekiohoku, e hoike ana i kona
manao kuai mai i kona Hale pohaku
ma Hawaii maloko o ka Papu. A hoo-
holoia ka olelo, no ke Aupuni ka Hale
i keia manawa.

Hoike mai ke Kuhina Kalai-
Aina i ka palapala o Wm. Mc
Lane, e noi ana i ka Aina, a ae
ia e like me kona noi ana.

Hoohoiia.

E palapala ke Ku-
hina Waiwai ma Amerika i na
Buke Kanawai ona Aina e, no ke
Aupuni. Aka, e nana pono aia
i ka malama pono ia ana
Buke o ke Aupuni e waiho mai a
me na Buke hou e like me
ke ano kupono o kona manao.

Euku aku ke Kuhina
Waiwai no na Buke Kanawai
i hiki mai nei, aole nae e ae
aku i hokahi tausani dala.

E kuai ke Kuhina Waiwai
i ke kuleana o ka Mai ma
ka pa o Kalauwalu no na
hanerl dala Euwalu, a e hoolina-
lina ke Kuhina Kalaiaina ina
wahi la ia Theodore Shillaber no na
makahiki he kanalima, he uku
mua mai dia i $1.200.

E hana ke Kuhina Kalaiaina

na ke ano paa o ka Aupo Alanui
i naha i ka wai, mauka o
Honolulu, a na ke Alanui o
Ewa, a na ke Kuhina Waiwai
e uku.

1847

Priy Counc: Palace, at 10 a.m. Monday 19th Apl.

Present
The King — Premier
Mr. Wyllie — G. P. Judd
Mr. Richards — Wm. Richard
Mr. Kinau — I. G. Kenakoa
Mr. Paki — C. Kanaina
A. P. Ke — A. Kekelaule
I. Ii

Foreign Relations

Mr. Wyllie asked his Majesty's permission to lay before him matters connected with the Foreign Relations of the Kingdom.

Wm. Thomas Ridley

Mr. Wyllie stated, with reference to what had before been made known to His Majesty: that Mr Ridley had been recommended for the Office of Consul in California - that until the questions in regard to California were fairly settled between the United States and Mexico, it would be a breach of Neutrality, to a certain extent, for the King to appoint a Consul, but that he might be appointed as a Government Agent, under a Commission from Mr Wyllie, similar to that which had been given to Capt. Paty. The appointment was approved of and the form of a Commission was also read and approved of.

Captain John Paty

His letter of the 14th April was read. Mr. Wyllie was instructed to convey to him the thanks of the King for

the manner in which he had acted and to cause his Commission when he should get another suitable Vessel.

Thomas R Eldredge

Mr. Wodehouse's letter of 11th December 1846 was read and Mr. Wyllie received the King's Command to send him a Commission as H. M's Chargé d'Affaires for Peru

Alexander Baldwyn

His letter of 16th March 1847, was read. Mr. Wyllie was ordered to express the King's regret for the circumstances that prevented him from acting and his thanks for the interest he had shown in favor of His Majesty's Mission

A. Barclay Esqr London

His official letter No 3 & 10 his private letter 2nd Nov. to Mr. Richards & Mr. Wyllie's were read and his proceedings also the terms in which Mr. Wyllie had replied to them.

Mr. Wyllie stated that looking upon the terms of the Queens Ratification as extremely important it would be pleasing to hear His Majesty's opinion regarding it, fully expressed by Himself in presence of the Council.

The King with much apparent feeling expressed himself

"E i aku ae ia Mr. Wyllie, ua nana
ae i na hua a ke alii kahiue i
olelo i i kona hooko ana i ke kaikaki,
na ikaika, a na nui ke anomalotio.
Aole kapono ka makou olelo i ka
kaakaikaloa i ka manao nea ke ano
ikaika e like me ia, aole hoi e
like ke hoakaloa i kamakou
manao iho nolaila na makemake=
kea, e kali oia ma ka aukoa
olelo a laua na hua e oi aku ka ke
ikaika a me ke kapono, a ma ia
mauhua e hoakakaaku i hoi
olelo nui i keano o kela manolelo
a ke alii kahiue e kono hooko
ana ia i kaikaiki; e hoohalike
hoi ua i keano o na hua o kana olelo
me ka ke alii kahiue i olelo ai"

in words which Mr. Richards immediately translated. Mr. Wyllie, greatly admiring the specimen of the Kings eloquence, & the perfect originality of which could not be doubted, as the question occurred to Mr. Wyllie at the moment, requested Mr. Richards to give him the exact words in writing. They were as follows.

King's speech. "Say to Mr. Wyllie that I consider the terms in which the Queen has ratified the Treaty are strong and highly significant. Our language is not adapted to express ideas in as strong a manner as and often fails to express in as our own feelings. I must therefore to search the English language for the strongest and most appropriate terms in which to express my high satisfaction at the form in which the Queen has ratified that treaty, and let him use language which shall correspond in its character with that which the Queen has used" —

Field Treaty
Mar. 1846

The ... reduced the Treaty and
Ratifica... of the Queen to be delivered
again to ... Public to be kept in the
Foreign Offi... ...preciably to Law...

Port of

Admiral
Lord ... His letters to ... ...ie of 28th August
& 2nd November we... ... and much
affected the King a... ...eps...

It was agree... the King
should make known, ...ture
Meeting his pleasure in r... ... to
some future manifestation ... ...e
and respect ... the Admiral

W... ...ie was ordered to
have such a ... of the Harbour as
the Admiral, ...

Consul Gen'l
Miller's appli-
cation for Land

Mr Wyllie stated ... he held in
his hand a lett... from Consul General
Miller, received on Saturday (17th) from
which he would read one extract that
expressed a wish to obtain 50 to 100
acres of land near Honolulu...

The King and Chiefs did
not know where that extent of land
could be found near Honolulu,
unless the Consul General should
lease it from private individuals,
and they seemed to think that from

all just conscience he would be a most troublesome Tenant. But they objected to entertain the application privately made to Mr Wyllie as informal and not according to law —

The following resolution was passed;

Resolution No. 1

Resolved, "That the application of H.B.M's Consul Genl cannot be received in a letter marked private, but that when formally made, it will be considered at a public Meeting of the Privy Council"

Mr Judd stated that they desired to lease some more land at Honolulu; he pointed out the land they wanted, and recommended that if they would give up certain conditions of the old Lease, a new Lease should be granted to them. This advice was adopted: and after Mr Wyllie had called the attention of the King and Council to certain dangerous principles lately avowed in the Sandwich Islands and the necessity of guarding against any appearance of inviting Foreigners to come into the Islands or to take Lands, the following Resolution was was passed —

Horace Pitman Stevens

Resolution No. 2

Resolved that having heard the explanation

of Mr. Su[illegible] regard to the Petition of Messrs Morgan & [illegible] for a piece of Land at Kodou, that a New Lease be granted upon the terms recommended by Mr. Judd, provided the Attorney General make out the Lease in terms to record clearly that the tenure of Messrs Morgan and Stoens is dependent upon the condition of their submission to the Laws present and future applicable to [illegible] Land without appeal to any Foreign Authority or Jurisdiction whatever.

Mr. Pelly

Mr. Ricord stated that he took that occasion to call the attention of His Majesty to the special services, in various [illegible] & in times of difficulty, of Mr. C. [illegible] to the merits of the Honorable Co. [illegible] any that he represented and suggested that as a token of Special [illegible] and His Majesty should grant the [illegible] Patent of Denization and on the usual conditions a Fee Simple Title to certain lands held by him in Rewaine.

This was unanimously approved of and the following Resolution passed.

Resolution 3.

Resolved that in case George Pelly Esquire, a British Subject, will receive a Patent of Denization, without renunciation of his British Allegiance he be allowed to receive Patents in Fee Simple for all the Lands conferred to him as Freeholds less than allodial upon the like commutations as Subjects are required to pay by Law

List of Members
taken down by the
Secretary in Council

The King
Keoni Ana
W. Pitt Kinau
Wm Lunalilo
Wm Richards
Wm Ricord

M. Kekauonohi
J. Y. Kanehoa
J. Paki
C. Kanaina
J. Iii
A. Keohokalole

Meeting of the Legislature

It was agreed that the Chambers should meet to organize themselves on the 21st and then for business on Wednesday, the 28th, precisely at Noon. The Kings speech to be read on that day. Royal Salute to be fired from Punchbowl Hill commencing exactly as soon as the King leaves the Palace and the Meetings in the in the Chamber in New Houses.

Prince to be sworn in the Privy=
mission of Council on Friday.

1847

Privy Council at the Palace on the 24th Apric at 12 Noon

Present The King
James Young
Wm Judd
W. Lytlie
Kekuanaoa
Kanaina

Premier
Kekauluohi
M. Richards
M. Ricord
Paki

Consideration of documents relating to the claim of Ladd & Co against the Govt of France

M. Ricord submitted the papers that had been previously considered in Cabinet Council this Morning

Mr Richards made a preliminary explanation of all particulars, designed to convey a general idea of what had been done in this matter — the arrangement of Ladd & Co with their Creditors also the understanding with the Assignees. Mr Young followed with further explanations. A general conversation ensued, in which Mr. Judd took part.

After the explanations made by Mr. Judd the general principles were highly approved of, by the King and all the Chiefs.

Mr. Richards then read the documents, one by one, in Native —

First, Mr. Dussoit's letter of 22d April

Honolulu 22 April 1847

My dear Ricord

It is with great pleasure that I have the honor to transmit the documents herewith —

You will find there a

proposition of the Creditors of Ladd & Co. This proposition which appears to me the most conciliatory has been accepted by all those Gentlemen with the exception of two whose credits are so small that it would appear quite difficult to find a well founded motive for their refusal.

I have the confidence now that nothing can oppose the good dispositions of the Government towards the Creditors of the house of Ladd & that they will not have their effect.

These grand debts will soon be settled and I shall esteem myself happy in having been, in your hand, the instrument of the return of harmony and goodwill

I accept, My dear Richard, the assurance of the distinguished consideration of your most humble and devoted servant

(Signed) Jules Dudoit

To Richard Rogers
Att. Att. Mississippi

Second Memorandum of 22d April 1847 between P. A Brinsmade, Wm Ladd & Wm Hooper and R. N. Wood, S Reynolds, Sal G. Mum, & H Boardman, W. C. Little, (by Wm Hooper) and W. H Cary (by Wm Hooper) and B Mason, Philo Sanford; Dole & Stickney David A. Goodale, S. N Barbour, & Brewer & Co by their Attornies in fact C. Brewer & Co

Memorandum of an Agreement made and executed this twenty second day of April 1847 between C. C. Brinsmade, William Ladd and William Hooper comprising the firm of Ladd & Co of Honolulu Sandwich Islands of the first part and A. B. Wood, Stephen Reynolds, Jos. G. Marsh and Edward H. Boardman and Wm. L. Lee, Minor, by his guardian William Hooper and Wm Hary, by his Attorney in fact William Hooper and Bart Mason, Philo Hurlbut, Dole & Stickney, David H. Goodale, John Barbour, C. Brewer & Co, by their Attorney in fact C. Brewer & Co of the second part Witnesseth

That they the said parties of the first part for and in consideration of the Covenants & agreements hereinafter mentioned to be kept and performed by the said parties of the second part agree to assign, transfer over to the said parties of the second part and such other of the Creditors of the said parties of the first part as they the said parties of the second part may associate with them, within one week from this date all the real and personal property of every name and nature belonging to the said firm of Ladd & Co situate upon the Sandwich Islands, and all their Leases, Contracts and Agreements and Claims growing out of them, of every description, made and entered into by and between themselves the said firm of Ladd & Co and

the King and Premier or the Agents of the Gobernment of the Hawaiian Islands or any of the person or persons now in their said Ladd & Co possession or under their control. And we, the said parties of the first part, for their agree to place in the possession of the said parties of the second part for their examination or reference, for such reasonable time as they may require them - all the books of accounts and the Books and papers relating to the Mercantile and business transactions of the said firm of Ladd & Co the whole period of their, said Ladd & Co's business upon the Hawaiian Islands. In consideration of which said assignment and transfer the said parties of the second part, agree to release and discharge the said parties of the first part from all Copartnership or personal responsibilities to the said parties of the second part, or either of them - and to deliver up to them to be cancelled - all Notes, Bonds, Mortgages or other liabilities held against them by the said parties of the second part or either of them. And they further agree to pay and satisfy all other, the Creditors of the said firm of Ladd & Co who shall not consent within one week from this date to become parties with us to this Assignment, within ten years from the first day of April instant - Provided such other Creditors, will within

one week from this date agree and consent in writing to accept and receive, in full payment and discharge of all indebtedness to them or each of them from the said firm of Ladd & Co. Sixty per Centum of the amount actually and justly due to them, indebtedness or as firms, from said Ladd & Co. on the first day of April instant - secured to be paid out of and upon the real estate and premises which may come into their, the parties of the second part, possession by virtue of such assignments and transfers from said Ladd & Co within ten days from the first day of April with interest payable semi-annually on the first day of April in each year at the rate of Seven Per Centum per annum on said Amount of Sixty Per Centum or such part of said Amount as may remain unpaid on every subsequent first day of April, until the whole of said amount shall be paid. And provided further that they, the said parties of the second part, shall be put in the possession of the two Wharf lots leased by His Excellency Kekuanoa, Governor of Oahu, to said firm of Ladd & Co, on the first day of November 1842 and the twenty first day of February 1843 on payment by them, the said parties of the second part, to the

person entitled thereto of the amount now due, and upon said leases, or the amount which shall be awarded to be due upon said leases by Judge Wm. L. Lee, Stephen H. Williams and Anthony Ten Eyck Esquires, or any two of them, if such award be made within two weeks from this date. And provided also, that all such other creditors as are willing to receive such amount of [illegible] per Centum of their debts due from said [illegible], and who hold Mortgages, Bills of Sale or other liens upon any of the real Estate, premises conveyed and assigned, or intended to be so assigned, Ladd & Co to the said parties of the second part all the right, title and interest which they, said other creditors, have in and to said real Estate and premises by virtue of such Mortgages, Bills of Sale or other [illegible]. And provided also, that the whole amount of said Ladd & Co's indebtedness, including their indebtedness to said parties of the second part, does not exceed the sum of one hundred and seventy thousand dollars

In Witness whereof the parties to this agreement have hereunto interchangably set their hands the day and year first before written.

Third Agreement of Ladd & Co severally as follows

This Agreement Witnesseth — That whereas Peter C. Brinsmade, Wm. Ladd and Wm. Hooper constituting the firm of Ladd & Co of Honolulu Sandwich Islands are largely indebted to us the undersigned and to others, their Creditors, — And whereas they are willing to assign all their property and effects of every name and kind upon receiving a full discharge from all their liabilities to their creditors. And whereas they have executed an agreement with the undersigned for the purpose of carrying out such object, a copy of which is hereunto annexed. Now therefore in furtherance of such laudable object and in fulfilment of the agreement this day entered into with said Ladd & Co on our part we propose to agree to, and with all such creditors of said Ladd & Co as are unwilling to unite with us in such assignment and agreement with and from said Ladd & Co, to secure to them by a pledge or Mortgage upon all the real and personal Estate which may come into our possession under and by virtue of such agreement with said Ladd & Co — Sixty per Centum of the amount actually and justly due to such Creditors on the first day of April instant from said Ladd & Co — to be paid within Ten Years from the said first of April with interest payable annually on the first day of April in each year at the rate of five per Centum

per annum on said amount of Sixty per Centum, or such part of said amount as may remain unpaid, on the day subsequent first day of April until the whole of said amount of Sixty per Centum shall be paid, said pledge or Mortgage to be so conditioned that in case said amount of Sixty per Centum and the interest aforesaid or any part thereof shall remain unpaid at the end of said Ten years, in the case the pledgee or Mortgagee shall have the privilege of selling the property so pledged or mortgaged at public Auction after giving thirty days notice of such sale; to the highest bidder, retaining out of the proceeds of such sale the amount of principal and interest then due to such pledgee or Mortgagee and paying over the surplus if any, the undersigned or our legal representatives. Provided always and this agreement is made upon the express conditions following, viz: that quiet possession be given up and surrendered by the Hawaiian Government or G. P. Judd, to the undersigned or their Agent, of the Wharf Lots in the Village of Honolulu, heretofore leased to said Ladd & Co by His Excellency Governor Kekuanaoa by leases dated, the one on the first of November 1842, the other on the twenty first of February 1843, on payment by the undersigned or their Agent, to the person or persons entitled thereto, of the amounts ascertained to be now

due for rent upon said leases, such amount, if any, to be ascertained and determined by the award of Judge Wm L. Lee, Stephen D. Williams and Anthony Jen Lynch Esquires, or any two of them; if such award be made within two weeks from this date, and after the payment of the amount so ascertained to be now due for rent of said Shares, the future possession of said Shares to be given to the undersigned or their Agents in accordance with the terms and conditions of said Leases. And provided further, that all such Creditors as do are willing to receive such amount [illegible] Sixty Per Centum of their debts due from said Ladd & Co, & are to be paid as aforesaid in full payment & discharge of said debts shall within [illegible] from this date so consent and agree in writing with the undersigned and those of said last mentioned Creditors who hold Mortgages, Bills of Sale, Leases, Hypothecations upon any of the real estate or premises to be conveyed or assigned or intended to be so conveyed or assigned by said Ladd & Co by the agreement this day made by the undersigned with said Ladd & Co and hereunto annexed, shall, so soon as said Sixty Per Centum shall be secured to them as aforesaid, convey assign and transfer to the undersigned, all the right, title, interest, claim and demand which they have in and to any of said real

Estate or [illegible] sell by virtue of such Mortgages Bills of Sale & other powers accruing to them or either of them. And provided also that the whole amount of said Ladd & Co indebtedness to all & their Creditors, including the amount owing to the undersigned does not exceed the sum of One hundred and seventy thousand Dollars.

It is understood between those Creditors of the firm of Ladd & Co, who become Assignees of the property, books of accounts, Contracts and all other evidences whatever of indebtedness to and from the said firm, and those Creditors who do not become parties hereto, but commute their interest in the assets in conformity with the stipulations of the project submitted to the meeting of the Creditors by Messrs Reynolds, Marshall, Wood, Hooper, Bateman & Munn, that all the said Books, accounts and Vouchers of every description are placed in the hands of the said Assignees & in virtue of the stipulations of the said project shall be subject to a full and free examination by a Committee of two or more disinterested persons to be chosen from each Class of the above named Creditors or to be appointed by each Class of the said creditors. The Creditors not to be restricted in their choice to their own number. And if the said Books and Vouchers shall be found to indicate any further Assets of any description whatever, which is not however anticipated, the said Creditors of both

classe . . I make, or cause to be made, an equitable dividend of the said Assets amongst the said Creditors in proportion to the amount of their respective claims, which have been equitably and satisfactorily ascertained as fast as the said Assets shall be realised—

In witness whereof we have hereunto signed our names respectively, together with the amounts standing to each of us by said Ladd & Co — Done at Honolulu this twenty second day of June 1847. —

Agreement as follows

This Agreement witnesseth, that we the undersigned Robert W. Wood, Stephen Reynolds, H. H. Boardman, Brewer & Co, I. G. Munn and William Hooper a majority in interest of the Creditors of the firm of Ladd & Co of Honolulu H. Islands have agreed to accept an Assignment from said firm of Ladd & Co of all their real and personal property, leases and other effects, upon certain conditions as expressed in the agreement this day entered into between themselves and said Ladd & Co a Copy of which is hereto annexed marked "A" and whereas said R. W. Wood, S. Reynolds, & H. Boardman, & Brewer & Co, I. G. Munn and Wm Hooper have further agreed to pledge or Mortgage such real and personal property as may come to their possession by virtue and as the result of such assignment for the payment of a certain per Centage of

the amount due and owing to the Creditors of said Ladd & Co other than the said Robert N. Wood, S. Reynolds, E. H. Boardman, C Brewer & Co, I. G. Blunn and Wm Hooper upon certain conditions as expressed in the agreement this day executed by them for that purpose, a copy of which is annexed & marked "B" — Now therefore in consideration of the premises and of one dollar each of us in hand paid by said Robbood, Stephen Reynolds, E. H. Boardman, I. G. Blunn, C. Brewer & Co and Wm Hooper we hereby covenant and agree to accept and receive in full payment and discharge of all indebtedness to us due & to become due from the said Robert N. Wood and his associates for the payment of the sum of Sixty (60) per Cent of the amount due us respectively with interest in the manner specified in said agreement "B" and to deliver up to said Robert N. Wood and his associates, to be cancelled, all bills or other evidences of indebtedness held by us against said Ladd & Co and those who hold Mortgages given by said Ladd & Co, or any or either of said firm. hereby agree to assign and transfer all right, title and interest which we may have upon the property covered by said Mortgages, and those who hold or claim any Bills of Sale, liens upon, or forfeitures of, any property to be transferred by said Ladd & Co to the said Robert N. Wood and his associates hereby agree to quit claim, release and assign the same to the said Robert N. Wood and his

associates ... I Gerret P. Judd hereby agree to accept ... ... in from said R W. Wood and his associ... ... full discharge and satisfaction of all claim... ...ent or forfeiture due upon the leases for ... ains to said Ladd & Co from W. Kekuanaoa ... to be sold and assigned his interest therein to me ... ntioned in the agreement hereto annexed "A" and "B" such amount as shall be awarded to be due upon ... said leases by Wm L Lee, S. N. Williams ... and J. Ten Eyck Esquires or any two of the... ; ... such award be made within two weeks fro... this date and to deliver up to the said Robt W. Wood ... his associates, quiet and peacable pos... ... the same on payment of the amount so awa... to be due me upon the... ...

Particulars ... to as follows

At a Meeting of the Creditors of Ladd & Co on the eveni... the 22nd instant the following voted for ... in opposition of the six Creditors, viz: Messrs Wood, Marshall, Reynolds, Hooper, Bo...dman, Munn, McKee, Webster, Jones, Antonio Silva, Bush, DeFremes, Gilman — 13.

Against — Castle, Jarves, Ricord, Pelly, Judd, Peck, Jasper, Robson, Richards, Hall — 10

If 16th Castle's amendment is embodied, the following Gentlemen who voted in the negative, will accede to the proposition viz Castle, Jones, Peck, Jasper, Holt, Richards, Hall — 7. Leaving Messrs Judd, Pelly and

Robson ... the Negotiation
(Signed) C. C. Hall
Secretary

Honolulu April 24th ... 47

After some discussion the three following Resolutions were unanimously passed –

Pursuant to the first Resolution Mr. Wyllie drafted a letter for H.M. Budoit, which Her Majesty was pleased to sign, to approve of.

Mr. Wyllie stated the King's commands upon the appointment of G.W. Ridley, according to the Resolution of the Privy Council of the 19th

Ridley

The King commanded Mr. Wyllie to await His further instructions upon the subject.

It explained to the King that Mr. Record had ... to the Cabinet, his intention of con... with Mr. Ten Eyck so as to free the pay... some verbal defects and render them pa... parties. This was highly appro...

Record's reference to Mr. Ten Eyck

Mr Rec... ted that after noting at the meat Mo... appeared to him that all law questions were disposed of, and that the general principles having been approved of, the details could be left to Mr. Judd or Mr. Richards –

Record's suggestion leave de... to Mr. Judd or Mr. Richards

The King and Chiefs much approved of this suggestion

Mr. Record explained the necessity of issuing his Caveat as soon as possible

Caveat against Contracts

Mr. Wyllie expressed his fears that it would give offence, unless duly concerted with Mr. Ten Eyck, and that in his opinion, the Assignees of Ladd & Co.

380

Hoohoioiw, e ke Lii a me ka pae Kuka=
=Kukumoku penei: O na olelo maloko o
na palapala i hanaia mai e ke
Kanikele Farani, na lehe ke ano i ko
makou manao, me na olelo a ka mai
iloko o ka. Hhakukakuka mala e ka
la 18 o Ianuari i hoia de nei —

were the parties who ran the risk, and ought [illegible] the Caveats
[illegible] explained the danger
that might accrue to the Government
unless the Caveats were issued —

Resolved by the King in Privy Council
that the overtures contained in the documents
submitted through the Consul of France
appear and are understood to be consistent
with the Resolutions unanimously adopted
by the Privy Council on the 15th day last.

Resolved that the Attorney General
be authorized to vote in the affirmative upon
the project presented by certain of the
Creditors of [illegible] to the other Creditors
of that Company as the said Creditors
procure from Messrs Brinsmade, William
Ladd and William Hooper, duly signed and
acknowledged by them, and pass to the Attorney
General, an Act in due form, finally withdrawing
for themselves and their assigns, all claims
to damages and all demands of whatever
name and kind which they may have or
which they pretend to have under the
compact 13th July 1846 as the said claims
were filed by them with the Arbitrators
under that Compact on the [illegible] day of August
1846 — also an Act duly signed and acknowl-
edged declaring cancelled, the Contract
entered into by this Government with said
Brinsmade, Ladd & Hooper on the 24th

November 1841 for the location of lands in this Kingdom and declaring cancelled the Contract entered into by said Brinsmade, Ladd and Hooper at Boston on the 17th day of May 1843, with the Belgian Company of Colonization, predicated upon the said Contract 24th November 1841 — and declaring cancelled the Contract for Cattle Tone — and declaring cancelled the Contract for the Canal at Lahaina And a quit claim deed of all their right, title and interest in the Stone Store and Premises at Honolulu, in which the Mercantile business of Ladd & Co was conducted prior to the first day of Nov. 1844 and a quit claim deed of all the right, title and interest of William Ladd in the premises which he now occupies as a dwelling and a surrender of the Leases of the Koloa Estate at the Island of Kauai —

The said Attorney General, in so voting in the affirmative to [illegible] the following engagement with the said Creditors of Ladd & Co, viz;

First

To lease the same properties over to the Creditors of said Ladd & Co who may become assignees pursuant to their agreement, that is to say

1st The lands comprised in the Leases to Ladd & Co and John Ricketson, for the unexpired term of said original Leases, at the same

Hoohololoe, penei

Ke hoakaka hou aku nei keia
Aha i ko makou manao nui ana i ke
ano maikai a me ka hanohano o ka ke
Kanikele Kaiani nevao ana ma
Kea nihia nui o ke Aupuni,

rent. Per the sum, stipulated in said lease, to be paid to the Government for the same.

2nd The dwelling house & premises used by Ladd & Co in Honolulu anterior to the 1st November 1845 and the premises now used by William Ladd as a residence in Honolulu for the term of fifty years, without rent, reserved.

3rd The two Wharf lots No 1 & 2 in Honolulu, lately used by said Ladd & Co at the same rent and upon the same terms by which Ladd & Co now hold the same, payable to the private Lessor provided the arrearages of rent be first duly paid to his satisfaction of said private Lessor

Fourth

To surrender all securities of every kind which it holds against Ladd & Co, or either of the Members of that house, provided said Creditors admit the sum for which said late firm of Ladd & Co are indebted to this Government at this date be $[illegible].

By the King in Council

Resolution unanimously passed, at a Meeting in the Palace 24th April 1847.

Resolved that this Council repeat their sense of the valuable and honorable mediation of the Consul of France, in this

a e noike akupela Re Kukina
no ko na Auia e e Re Kani kele
o Farani

matter, as it has been one of great vexation to this Government, and that the Minister of Foreign Affairs be so made known to the Consul of France.

* The following are the resolutions approved and adopted by the foregoing Resolution No 1

Resolved that in the opinion of the Cabinet, the first proposal emanating from Dr. Wood, Mr. Reynolds, Mr. Hall, Mr. Boardman, Mr. Munn, and Mr. Cary & through their Attorney Mr. Crapo in their letter of the 27th inst to the Consul of France is objectionable for the following reasons, viz:

First, because the privilege for selecting lands under the Convention of 24th November 1841 and the extension of 1st September 1842 expired on the 24th of November 1845.

Second, because said parties divested of that privilege of selecting lands, are utterly worthless, in the opinion of this Government.

Third, because if the before named gentlemen as Transferees of those Contracts, contend that they are, or can be, honestly of any pecuniary value, either here or in any other part of the world, provision is already made for the determination of that question of value, under the Compact of 13th July 1846, and the Government must insist that all attempts

at compro[illegible] be suspended, until after
that qu[illegible] shall have been determined by
the Arbitr[illegible] in the manner provided for
by that Co[illegible]

Fourth, because [illegible] would be deluding the
Creditors to le[illegible] them to believe that any
sane man in the [illegible] States, England,
France, Belgium, or [illegible] elsewhere, would
give one Cent for Con[illegible], with the land
selection privilege gone [illegible] ingvished
on their very face — because [illegible] st Man
would attempt to negotiate [illegible] tracts
any where, and because, unless [illegible] facts
be produced and [illegible]ncelled the [illegible] to
will presume [illegible] such an attem[illegible]
intended, and [illegible] contract with the Go[illegible]ment,
for its own ha[illegible] for the sake of good
morals will jus[illegible] immediately to
proceed by Caveat, [illegible]nction or otherwise
as they may be ord[illegible] to, giving Notice
to all Foreign Consu[illegible] the information
of their respective Governments

No 2

Resolved that if the Contracts are cancelled
the Cabinet are of opinion that the Govern[illegible]
should admit the Note held by Stephen
Reynolds Esquire against the Government
to its full amount in part payment of
the Government claim, which, with the
expenses of Arbitration amounts to $24738.
Provided the above named Gentlemen give

their joint and several Bond for the balance, namely £5,617 payable at six Months with interest calculated up to that date.

Resolved that the third proposal of the before named Gentlemen, in the opinion of the Council, cannot be entertained without reference to the King in Council, inasmuch as the there mentioned Resolution passed by that Council on the 18th ult. may convey no further power than to recommend the formation of an Association or Joint Stock Company, formed among the Creditors themselves, with a view to discharge the Ladd &c, and surrender to them, all the properties in question.

Resolved that the Cabinet consider the proposals made by the above named Gentlemen at the General Meeting of Creditors of the 20th instant, were understood as being in accordance with the 3rd Resolution of the King in Council of the 18th January last, and to imply the unconditional surrender of the Contracts referred to, without which the recommendation of the Commissioner of the United States and of Mr. Marshall urging the adoption of those proposals as a means of promoting harmony, and putting an end to the vexed disputes of this Community, would be illusionary.

No 5

Resolved that under the Correspondence inspected ... the Addresses of Mr Jenkyns and of Mr Marshall, the Cabinet were of opinion that the proposals should be met in the most frank and unreserved Manner — that the rights of the Association of Creditors should be placed upon the secure basis of a Contract altogether new, comprising such privileges and additional lands as the Association might petition for, and as the Government might be able to grant, and that they subsequently learned with ... disappointment that notwithstanding ... aforesaid ... with some of the Association ... a latent intention to cling on to ... tracks, as a means of future annoy... the Government or of converting ... to Money in Foreign parts —

Resolutions of the Privy Council of

1st May 1847

Resolved that the Resolutions of the Cabinet Nos 1, 2, 3, 4 & 5 be approved and entered upon the Minutes — No 1

Resolved that the 3rd Resolution subsequently proposed by the before named Creditors is inconsistent with the project brought forward by themselves on the 20th and 22nd instant and that the Government cannot accede to that third Resolution, but that out of respect to the recommendations of

Mr. Ten[illegible] and Mr. Marshall, and from a regard to the considerations of harmony and train[illegible] on which their recommendations were based, the Government are willing and [illegible]ge to place themselves in the exact po[illegible] as regards Messrs Ladd & Co and [illegible] creditors, then voluntarily assured by the other named Gentlemen, in the very words of their [illegible] stating, including Mr. Castle's amendment [illegible]ing to the form now submitted, and that project thus adopted by the Gover[illegible] be submitted to the Creditors [illegible] first General Meeting, provided [illegible] distinctly understood that the [illegible]y of the Gover[illegible]r for the yearly rents and the payment of the Principal at the end of the Ten [illegible] to be measured only by the net proce[illegible]ising from the Properties so con[illegible]veying said ten years and the bet[illegible] of the sale by Public Auction to the highest bona fide Bidder, of the remainder of the Lease or Leases, at the end of the ten years aforesaid.

No 2

Resolved that if the Creditors should reject that overture, made on behalf of the Government, it be immediately after that rejection again submitted to them with the alternative of paying to all the dissentient Creditors 70 per Cent upon their approved claims in the manner and upon the

Security provided for in that projects, on the payment of the Principal & Interest due to the Editor, not joining in with the Government, as it stood on the 1st of November 1844, the day when Messrs Ladd & Co. ceased payments, provided it be clearly understood that this advance on the offer of the above named Gentlemen, is not to be held as in any sense as an admission by the Government that the Contracts of 24th November 1841 and 13th Sept. 1842 are of any value whatever, provided it be also distinctly understood that the liability of the Government for the yearly interest and the payment of the principal at the end of ten years is to be secured only by the proceeds arising from the Properties so sold during said ten years and the proceeds of the sale by public Auction to the highest bona fide Bidder, of the term of the Lease or Leases, at the end of the ten years aforesaid

(No. 3

Resolved that the Government sanction the mode of arrangement, as recommended in the second Resolution of the Kings Ministers and which is as follows.

Resolved, that if the Contracts are cancelled the Cabinet are of opinion that the Government should admit the Note held by Stephen Reynolds Esquire against the Government to its full amount in part payment of

the Government claim, which, with the
expenses of Arbitration, amounts to
$24738 provided the above named
Gentlemen their joint and several
Bond for the sum, namely for
$58174 payable in six Months with
interest calculated up to that date

And

Resolved that if the Creditors should reject
the overture, as provided for in Resolution No. 1
- that provided for in Resolution 2 and
those provided for in Resolution 3, then
that it be formally submitted that
the Government receive from Mey & Co
an Assignment all their properties real
and personal, including Books, Papers &c,
in trust, for the benefit of their Creditors,
according to the quality of their respective
claims and securities & that this Government
will cause the same to be managed for the
equal benefit of said Creditors for five years
from this date, causing Dividends to be paid
to them yearly upon the Net receipts, avails
and incomes in reduction of the respective
demands of said Creditors, and that at the
end of the said five years in case the whole
aggregate demands of said Creditors as
proposed be not fully extinguished the
Bona fide Lessees of the said properties

will be ... to the highest Bidder, and the proce... apportioned out to said Creditors pro ra...

P. 5

Resolved ... unfortunately the Creditors should reject ... victuals, and of within seven days from ... of the Meeting making such rejection, ... ed not submit some project of the... conciliable to, and within the m... the Resolutions of the Privy Council of ... 7 last, a Copy of the foregoing Re... and of the fiat of the Cabinet hereby ad... confirmed, he ... d to the Consul of ... as Mediator w... courteous Notice that the Government w... to no further terms of Compromise, ... that a Copy of that Letter with its ... es be published on three consecutive ... days in the Polynesian Newspa...

Privy Council at the Palace, at 11 A M

1st Sitting.

Present:

	Premier
	Kaeo
Kam	John Ii
Kekua	John Young
W Richards	Mr Record
W Wyllie	Kekauonohi
P. Kanaa	Mr Judd

Mr proposals certain editors of Mr Ladd & associates thereof

Mr Record made some preliminary remarks, explanatory of the proposals, and of the five Resolutions agreed upon by the Cabinet yesterday, to be submitted to the King in Council. Mr Richards explained & interpreted the preliminary remarks, and the five Resolutions above mentioned one by one. Mr Richards further explained the Resolutions at considerable length.

The following Resolution was then passed

Revocation of Cabinet Resolutions ~~unanimously passed~~

Resolved that the Resolutions of the Cabinet Nos 1, 2, 3, 4 & 5 be approved and entered upon the Minutes; *

* (Note, for Resolutions of Cabinet No 1 to 5 see page 387)

Mr Record then suggested a Resolution that the Government themselves should assume to do, exactly what the

Associated Creditors had offered to do.
Mr R. ... and Mr Judd having addressed
the Coun... replied to questions put by
the King ... eps. the following Resolution

Resolution rd by the Council

Resolved tha... Resolution subsequently
proposed by the ... med Creditors is
inconsistent wi... ject brought
forward by themsel... the 20th and 22nd
instant and that t... ment cannot
accede to that third p... ion, but that
out of respect to the wi... tions of
Mr Ten Eyck and Mr Mars... from a
regard to the considerations of ... and
tranquility w... hich the circu... tion
were founde... Government are ...ing
and hereby ex... to place themselves in
the exact pos... regards Messrs Ladd
& Co and their Cr... , when voluntarily
assumed by the ... med Gentlemen,
in the very words ... undertaking,
including Mr Cass's amendment
according to the form now submitted,
and that that project thus adopted by the
Government be submitted to the Creditors
at their first general Meeting, Provided
it be also distinctly understood that the
liability of the Government for the yearly
interest and the payment of the Principal
at the end of the ten years is to be measured
only by the Net proceeds arising from the
Properties so conveyed during said ten

years and the net proceeds of the Sale by Public Auction to the highest bona fide Bidder, of the remainder of the Lease or Leases, at the end of the ten years aforesaid.

The King said that his fixed determination was, and always had been, to do nothing whatever until those Contracts were cancelled.

Then the following Resolution was proposed and passed.

Resolution 2 by the Council

Resolved that if the Creditors should reject that overture, made on the part of the Government, it be immediately after that decision again submitted to them with the option of paying to all the dissentient Creditors 70 per Cent upon their approved Claims in the manner proposed upon the second proviso that is to say on the full amount of the Principal and Interest due to every Creditor, not dissenting with the Government, as it stood on the 1st November 1844, the day when Messrs suspended payment, provided it be clearly understood that this advance on the offer of the before named Gentlemen is not to be held as in any sense as an admission by the Government that the Contracts of 24th November 1841 and 13th September 1842 are of any value whatever, and provided also that it be distinctly understood that the liability of the Government for the yearly interest and the payment of the Principal at the end of the ten years is to be measured only by the net proceeds arising from the Properties so conveyed

during said ten years and the net proceeds of the Sale by Public Auction to the highest bona fide bidder, of the remainder of the Lease or Leases, at the end of the ten years aforesaid.

A discussion took place upon the second proposal of the Trustees to the Creditors and the following Resolution was framed and passed

Resolution 3 by Council

Resolved that the Government sanction the mode of arrangement recommended in the second Resolution of this day by Ministers and which is as follows

Resolved, that if the Contractors and the Cabinet are of opinion that it would not should advance the note held by Messrs Reynolds & Co against the Government to its full amount in part payment of the Government claim, which with the expenses of Arbitration, amounts to $24,738 - provided the above named Gentlemen give their joint and several Bond for the balance, namely for $5817 - payable at six Months with interest calculated up to that date.

Mr Record then proposed the following as the Resolution which he prepared, but he suggested that it should only be presented to the Creditors after they had rejected the other three plans. The following Resolution was framed and passed.

Resolution 4 by Council

Resolved that if the Creditors should reject

the execution as provided for in Resolution No. 1 – that provided for in Resolution No. 2 and those provisions set for in Resolution No. 3, then that it be duly submitted to them that the Government receive from Messrs Ladd & Co an assignment of all their properties, real and personal, including Books, Papers &c in trust, for the equal benefit of their Creditors, according to their legal priority of their respective demands & securities, and that this Government cause the same to be managed for the equal benefit of said Creditors for five years from this date, causing Dividends to be made from time to time, of the net receipts, avails and proceeds in reduction of the respective demands of said Creditors, and that at the end of the said five years in case the whole of the said demands of said Creditors as aforesaid be not fully extinguished that a pro rata of the said properties will be sold the highest Bidder and the proceeds be apportioned out to said Creditors pro rata

Taking into consideration the consequences that might flow from the possible rejection of the foregoing suggestions the following Resolution was framed and passed.

Resolved, that if unfortunately the Creditors

Resolution No 5 by P. Council

should [illegible] ict all the overtures, and if
within [illegible] ays from the date of the Meeting
making [illegible] ction, they should not
submit [illegible] t of their own, reconcilable
to, and with [illegible] any of, the Resolutions
of the Privy Co[illegible] the 18th January last
a Copy of the foreg[illegible] tation and of the
fiat of the Cabinet [illegible] adopted and
confirmed, be passed [illegible] nsul of France
as Mediator with a Com[illegible] Police that
the Government will listen [illegible] other
terms of compromise, and [illegible] copy of
that Letter with its enclosure [illegible] lished
on three consecutive Saturdays [illegible]
Polynesia [illegible] Paper.)

Consul of France: his communication read, being sent private

A Note was [illegible] en by Mr Wyllie
from Mr Beadel, [illegible] Wyllie stated that
it related to bu[illegible], but was marked
Private and to[illegible] se of the King
and Cabinet, whet[illegible] it could be read.
They decided that it could not and that
Mr Wyllie should courteously explain
to the Consul of France (to whom all felt
obliged) that he might not consider it
a discourtesy that his Note was not read.
Mr Wyllie drafted what he would say to
Mr Dudoit and read it to the Council, Mr
Richards interpreting.

Understanding of the King Council

Mr Wyllie moved that as emer-
gencies at the general Meeting might require

Nowi 10. 1847. i ka hora 1 o ke ahiahi halawai ka poe Kukakuka Kalu a hiki ma

Ka Moi
Kekuanaoa
Paki
Ii
Kanaina
Keoni Ana
Kanehoa
Kanoa
Kaeo

1. Hoohololia ka olelo e like ka aina ia Robert Boyd e like me ka olelo iloko o ka palapala Sila Nui.
2. Hoohololia e like ia Likole ka aina ma Kanoa e like me ka olelo iloko o ka palapala Sila nui.
3. Hoohololia e kuu waleia o Rhodes ma aole uku i ke dute no ka mea hoomaikai i ke kope e like me ka lana i olelo ai iloko o ka lana palapala o ka la 1. o Nowi.-
4. Hoohololia ka olelo e haawiia i kanalima dala i uku no ka holo ana o Mr Douglass i Kalefonia
5. Hoohololia ka olelo e hoole i ka olelo i hoohololia mamua e hoolimalima ana i ka aina ia Starkey, a e imi ke Kiaaina o Kauai i kahi kaawale e ae.

Mr Ric... ...ght have power to lay all the Resolu... ... on the Table at once, rather than the ... should not be made public, ... information of the Creditors a... ... World. This was agreed to be a ... understood, but that no formal ... tion should be passed upon the ... b.

The Council broke up, and Mr Wyllie said he would ... at once to the French Consulate ... on matters relating to his private affairs.

1873.

Privy Council at the Palace 7th May at 12 Noon

Present The King
John Ii
Kanaa
Kekoku ...

Premier
Kekohonui
Kamaina
James Young
O...

Commission to H. Sea as Marshall of the Hawaiian Islands

The appointment of Mr Sea as Marshall was, on motion of the Premier approved of by the King and Council and the Commission signed by the King and handed to the Premier to deliver to morrow precisely inserting the date.

Commission to Jasper as Registrar

The appointment of Mr Jasper, on Motion of the Premier, was in like manner

might have sway up to his prejudice, his Foreign allegiance; and that the allegiance of any Man leaving the Kingdom permanently, was to all intents & purposes null and void to the King.

Mr. Richards thought, on account of the precedent, the case should be reconsidered.

The Privy Council adjourned at 1 P.M.

419

Mei 15. 1847 i ka
11 o ka hora kakahiaka

Kalawai ka Poe Kukakukaka Kalu
eia hoi ka poe hiki mai

o ka Moi
o Ke Kuhina Nui
o Miha Rikeke
o Kekuanaoa
o Kanoa
o Kaeo
o Kanaina
o Ioane Ii

1 Eia hoi ka hana o ke kuai ia
Miha Pele manuli o ka olelo
a ka poe Koona Kuleana aina.
Kooholoia ka olelo e hoopanee a
hele o Kanaina e nana i ka
pono o na mokuna.

2 Kooholoia e kau ke Kuhina Ka=
laiaina i kona inoa ma ka
palapala iloko o ka Buke e
hooloihi aku i ka manawa o
Vofs e like me ka olelo Helu 7.

421

Hale Alii
26 Mei 1847.

no ka
Haku Punuku

Halawai ka Poe Kuka=
kuka Malu. Poe i hikimai.

Ka Moi
Kuhina Nui
Kuhina Waiwai
Paki
Kekuanaoa
Kanaina
Kealiiahonui
Kaeo
Kanoa
Keohokalole

Hoike o Keoni Ana na haalele o Kealuahonui i ka Haku Puuku.

Olelo ka Moi, na pono no, ke maopopo ke kanaka. Olelo o G. P. Judd e koho i hookahi ma=kahiki alaila pau, a i pono na kanaka nei koho hou, a i ole, o kona pau no ia.

Kamailio nui, hoohola=ia o Paki ka Haku Puuku i ka makahiki e pau ana 31 o Maraki 1848.

Kamailio nui no na Lii Wahine Alii no

M. Kekauonohi
Keohokalole
Konia
Luka
Kalama
Alapai

423 Ua komo lakou iloko o ka Ahakukuka Malu no ko lakou ano alii. I ka wa e halawai ai e lohe lakou i na kane o lakou, aka, aole e pili lakou, ke manao lakou e hele ole mai.

Kaawina — Hooholoia na Kaawina no ka Makahiki 1847 me 1848.

John Freeman kana Okohola ma Leahi. — John Freeman, makemake i ke Kuleana o Okohola mai Leahi a Puuloa, he palapala Hoailona Pai ke noi ana mai, e hoolinalina i aina ma Leahi no na makahiki he 40 a me na olelo e ae e like me ka palapala.

Hooholoia e kana ke Kuhina Kalaiaina a me ke Kuhina Waiwai, e like me ka pono.

George Seymour Kenway noi Kupa Kawaiu — Noi mai o G. S. Kenway e lilo oia i kupa Hawaii. Hooholoia e lilo no oia.

Honolulu Hale — Hoopukaia mai e ka Noi, e uku ke Aupuni ia ia no Honolulu Hale a lilo loa i ke Aupuni. Kue o G. P. Judd i kela olelo. Kamailio nui malaila; he-le ke Pii, Kauoha mai e kana makakoe, Kamailio a hooholoia, e koho o G. P. Judd, a o Paki a o Keoni Ana, e hoponopono a hoike mai i ka lakou pono.

noi aina no G. M. Moore Hilo — Hoopukaia ka olelo noi aina Alodio na G. M. Moore. Palapala Hoailona Pai. Hooholoia ke uku mai 4 Dala no ka Eka

~~Koonjoten~~
~~Hiona~~

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S. N. Steel
Lahaina

Hoopukaia mai ka palapala hoailona pai a S. N. Steel e noi ana i kahua hale kula. Waihoia ole mao= popo.

Henry Fixen
Hana

Hoopukaia, olelo hoailona Pai a Henry Fixen noi aina Modio ma Hana 300 Eka. Waihoia a hoi mai ke kanaka i hoounaia aku ai e Kekuanaoa e nana.

Perkins & Corney
Hilo

Hoopukaia mai ka olelo Hoa= ilona Pai na Perkins a me Corney. Hoole ia ia waki no ka hanai Bipi.

A pau keia hoi mai ka Moi a kakau i kona inoa ma ka Palapa= la Hoolilo ia Paki i Haku Punku.

" " " Hoakukakuka

" Kealiiahonui "
" Kanaina "
" Kaeo "
" Kapaakea "
" Namakeha "
" Keleiohoku "

O ka pau no ia o ka hana

Hale Alii
28 Mei 1847.
Aha olelo Kukakuka Mal

Poe i hiki mai,

Ka Moi
Ke Kuhina Kalaiaina
" " Waiwai
" " no ko na ainae
" " Aopalapala
P. Kanoa
L. Kaeo
A. Paki
M. Kekuanaoa
A. Kealiiahonui
Ioane Ii
C. Kanaina
B. Namakeha
Wm. P. Leleiohoku
K. Kapaakea
Moi wahine
Kuhina nui wahine

Olelo o Mr. Rikardi no ka hapakolu o ka aina i hoohololia e lakou ka Poe Hoona Kuleana. Hoohololia e waiho a hiki i ka wa e halawai hou ai a makaukau na olelo e hooholo ai. E hana mua nae ka poe Kuhina

na hoohololia, o ka mea Kuleana Aina, oia kekahi mea nui. O Mr. Rikeke ka Paresidena o ka poe Hoona Kuleana Aina, na kauohaia oia e hoomakaukau i Palapala Hoike

ma keia mea. A e hana i Pala-
palapala Hoohololia a e waiho i-
mua o na Kuhina, a ma ia
hope iho e hanaia e ke Aii a me
ka Ahaolelo.

Hale Kula Alii

Hoopuka mai o Mr Ri-
chards i ka olelo no ka Hale
Kula Alii, no ka uku no na
keiki iloko o ke Kula.

Hoohololia e uku,

no	Mose	m. Kekuanaoa
	Lota	"
	Alexander	Moi "
	Victoria	"
	Lunalilo	C. Kanaina
	Maheha	A. Kealiiahonui
	Panahi	M. Ke
	Locau	Ii
	Lidia	Paki
	Kinau	Leleiohoku
	Ema	Rooke
	Pita	Kaeo
	Elizabeta	Auburni
	P. Kalii	Moi
	Kalakaua	Kapaakea
	Mary	Ii

G. M. Moore
Aina no Laimi

Hoopukaia ka olelo no
Geo. M. Moore e uku i 1/4 no
ka Eka ma Laimi, he 100
Eka — Hoohololia, na hono

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Hale Alu
June 8, 1847.

Halawai Kukakuka Inalu.

Poe i heke mai;

Ka Moi, Ke Kuhina Nui,
A Paki, M. Kekuanaoa,
A. Keliiahonui, W. P. Leleiohoku,
C. Kanaina, P Kanoa,
B Namakeha, Mr Richards
Mr Wyllie.

Eia ka hana mua o ka halawai i haawiia ia Mr Richards e lawe mai i manao e hoohelo ai no na aina.

Heluhelu na manao 4- ma ka olelo haole i kakauia a heluhelu mai Mr Richards ma ka olelo maoli a pau i ka holo

A pau ia, heluhelu ka palapala a Mr Jeii Eyck - a me ka Mr Wyllie ia ia. Pau ia, hoikeia mai na palapala o Mr Pele e noi ana i ka aina, a hoole ia o Kewalo, aole e ae - a no Nuuanu e ae hou.

Treaty with the U. States

Mr Wyllie requested Mr Richards to interpret to the King and Chiefs Mr Jen Eyck's letter to him and to Mr Ie, of the 7th inst. (marked No 1) and Mr Wyllie's reply, marked H, of this date.

The latter was approved of, and signed by Mr Ie, in the King's presence

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Resolved -

1st That in all cases in which a Freehold Estate, less than Allodial, in any House or building lot, has been or shall be hereafter awarded to any Hawaiian Subject by the Board of Commissioners to quiet Land Titles, we approve of the principle of reducing the rate of commutation for the same from 1/3 to 1/4 of the present unimproved value, to be ascertained by a Commission appointed for that purpose by said Board, and on payment of said commutation of giving a patent in Fee Simple to the confirmed claimant.

Hale Alii

June 18, 1847, i ka hora 12/p

Halawai ka poe Kukakuka malu, hiki mai o

Ka Moi	Ke Kuhunanui
J. Kalo	Kapaakea
B. Namakeha	L. Kanaina
M. Kekuanaoa	Ioane Li
A. Paki	Keliiahonui
P. Kanoa	Mr Richards

Nana Palapala Lila Nui o Dudoit

Hoike mai o Mr. Richards i ka Palapala Lila Nui no Dudoit mamuli o ka olelo o ka Poe hoona i na kumu kuleana, a kau ke alii i kona inoa.

Nonoi Alodio a Opakahelu.

Hoike mai o Keoni Ana i ka Palapala a Opakahelu e nonoi ana i Palapala Alodio no kona aina i hoolimalimaia, hoole ka Moi, a hoole pu ka poe kukakuka malu.

No ka Pahale o Penhallow.

Hoike mai ke Kuhina Kalaiaina i ka palapala a Penhallow e nonoi ana i Palapala Alodio no kona pahale, hooholoia ka manao, aole o ka poe kukakuka malu olelo, aia no i ka Moi manao e ka uku ana i ko ke Aupuni hapaha.

Dala hoolimalima o Ricord.

Hooholoia ka manao e haawi a ke Kuhina Waiwai i 2000 Dala ia John Ricord a e lawe i kona palapala aie.

2nd — That in all such cases it shall be optional with the Party applicant either to pay the amount of Commutation in Cash, or to pay it within fifteen years, provided said party legally signs and registers a Mortgage on the Premises for the amount, and for interest at the rate of 6 per Cent yearly, till the Principal be redeemed, and provided the Government have the right to foreclose their Mortgage at any time after two yearly instalments of interest shall have become due and not been paid.

3d — That in all cases in which a Freehold Estate, less than Allodial, in a building lot has been or shall be awarded to any person, whether domiciled alien or to an naturalized or native subject, it shall be optional with such person to pay for a certificate of that title in manner aforesaid or to receive instead thereof a grant for the period of thirty years, subject to all the conditions of Leasehold estates

4th — That the foregoing resolutions are not to be understood in a compulsory sense, nor are they nor the rules adopted by the Land Commissioners to be understood as altering in any way, nor even modifying the pre-existing titles — on the contrary that Commissioner declares what the pre-existing titles are, which being done we approve of offering to the confirmed claimant the more liberal terms and the choice of conditions as expressed above

5th — That nothing in the foregoing resolutions or in the principles adopted by the

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Board of Land Commissioners is to be understood as in no wise unfavorable to such special Acts of Grace as the King may wish to perform towards individuals who may have rendered important services, or who may confer some signal benefit upon the Kingdom, or whom His Majesty may wish to favor by exempting them in whole or in part, from the ordinary rate of Commutation due to Himself.

6th — That in order to encourage the people who live in Towns without any lucrative employment to retire to the country, and to furnish them with such a supply of funds as that they may apply themselves to some profitable Branch of agriculture, the Minister of the Interior in conjunction with the Minister of Finance be instructed to purchase so far as they are able, at reasonable prices, all freehold estates less than Allodial awarded by the Land Commissioners to persons who are unable to pay the Commutation required, especially when such awards relate to house lots in the principal Towns.

7th — That the net proceeds derived from all sales of land, and all commutations for the purpose of securing fee simple titles, be set apart towards the formation of a fund, out of which advances in cash are to be made to well deserving men who wish to become agriculturists, but are without the necessary means.

Hale Alii

June 28, 1847, i ka hora 11, Halawai ka Poe Kukakuka Malu a hiki mai,

Ka Moi	Ke Kuhina Nui
K. Paki	Keliiahonui
P. Kanoa	Kalama
Ioane Ii	W. Richards

Hooholoia ka manao e kau ke Alii i kona inoa ma ke Kanawai hou malalo nei, a kau iho la oia.